

Consortia Canada

License Agreement for Electronic Products

THIS AGREEMENT is made the 1st day of January 2022

BETWEEN: University of Chicago Press of 1427E. 60th St. Chicago, IL, USA
(herein referred to as "the Licensor")

AND:

Council of Pacific and Prairie University Libraries (COPPUL) 301-3301 Douglas St

- Victoria, British Columbia, V8Z 3L2
- Ontario Council of University Libraries (OCUL), 130 St. George Street, Toronto, Ontario, M5S 1A5
- The Council of Atlantic University Libraries / le Conseil des bibliothèques universitaires de l'Atlantique (CAUL-CBUA), 120 Western Parkway, Suite 202, Bedford, Nova Scotia, B4B 0V2
- Bureau de coopération interuniversitaire (BCI) 500, rue Sherbrooke Ouest, bureau 200, Montréal, Quebec, H3A 3C6

(together, the "**Licensees**" and each a "**Licensee**")

(also collectively referred to herein as the "**Parties**" or each individually as a "**Party**").

"Licensee" is authorized to act for and sign this Agreement on behalf of member libraries hereinafter known as the "Member Institutions." Rights and responsibilities referenced in this Agreement in regard to "Licensees" shall apply to all the Member Institutions covered under this Agreement; however, Licensee is responsible only for fulfillment of its individual responsibilities under this Agreement. Neither Licensee nor any other Member Institution shall be liable for any breach or default of another Member Institution. Member Institutions are listed in Schedule 1.

Where applicable, additional Exhibits and Appendices may be attached to address more specific Terms and Conditions specific to certain formats such as e-books, or special purchase conditions such as Perpetual Access, in which case the attached Exhibits and Appendices form an integral part of this Agreement.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

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

Authorized User	All full and part time students, faculty and employees (including permanent, temporary, contract or visiting) and researchers associated with the Member Institutions, regardless of physical location of such persons; retired faculty and staff with Emeritus or equivalent status; all registered patrons of the Member Institution, or other persons affiliated with the Member Institution or otherwise permitted to use the facilities of the Member Institution and authorized to access the Licensed Materials.
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Walk-In Users	Individuals not affiliated with a Member Institution who are physically present at Member Institution sites set out in Schedule 1 shall be deemed to be Authorized Users under the terms and conditions of this Agreement. Additional groups of Authorized Users such as Member Institution alumni may be included, as where and to the extent set out in Schedule 1. For the avoidance of doubt, Walk-In Use is intended for individual users, not as a substitution for a license by another institution or organization.
Commercial Use	Use of the Licensed Materials for the purposes of monetary reward (whether by Member Institutions or Authorized Users) by means of sale, resale, loan, transfer, hire or other form of commerce. For the avoidance of doubt, neither recovery of direct costs by the Member Institution from Authorized Users, nor use of the Licensed Materials by the Member Institution or by an Authorized User in the course of research funded by a commercial organization, is deemed to be Commercial Use.
Course Packs	A collection or compilation of materials for example book chapters, journal articles assembled by staff of Member Institution for use by students in a class for the purposes of instruction.
Digital Rights Management	Also referred to as “DRM”, access control technologies that are used by hardware manufacturers, licensors, copyright holders and individuals to limit the use of digital content and devices in on-line or off-line 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.
Electronic Learning Environments	Use of parts of or linking to the Licensed Material in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments, library environments, and courseware technologies) hosted on a Secure Network.
Electronic Reserves	Electronic copies of Licensed Materials (e.g. book chapters, journal articles, abstracts) made and stored on the Secure Network pursuant to Section 3.8 by Member Institution for use by Authorized Users in connection with specific courses of instruction offered by Member Institutions to such Authorized Users.
License Fee	The applicable fee for a license to the Licensed Materials, whether a one-time fee or an annual or other subscription fee, as set out in Schedule 1, or in new Schedules to this Agreement which may be agreed to by the parties from time to time.

Open Access Repository Services	Open-access digital repository services such as those provided by the Author's employing institution, an academic consortium, a discipline-based entity, or a governmental funding agency.
Perpetual Access	Provisions in this Agreement for continuation of access, archiving and use of Licensed Materials that shall survive any termination of the License Agreement and ensure continued access consistent with current recognized standards in the publishing industry.
Secure Network	A computer network that is only accessible to Authorized Users by Secure Authentication.

2. LICENSE GRANT

- 2.1 The Licensor hereby grants to the Member Institutions, subject to and in accordance with the terms of this License, a non-exclusive and non-transferable right to permit Authorized Users to access and use the Licensed Materials at the sites of Member Institutions or remotely, through secure authentication.
- 2.2 In consideration for the Licensor's licensing of the Products and/or Services listed in the attached Schedule 1, the Licensee agrees to pay to the Licensor the Fee in accordance with the provisions of the attached Schedule 1.

3. PERMITTED USES

Member Institutions and Authorized Users may use the Licensed Materials as follows:

- 3.1 **ACCESS and USE** the Licensed Materials from the premises of the Member Institution, or remotely via secure authentication, in order to search, retrieve, download, display, print and view the Licensed Material.
- 3.2 **CREATE PERSISTENT LINKS** to individual articles for access by Authorized Users for Permitted Uses under this Agreement, from within secure authentication environments.
- 3.3 **INTERLIBRARY LOAN** by paper or electronic means, a single copy of an individual document within the guidelines of traditional interlibrary loan practices and applicable copyright laws.
The Licensed Material may be used as a source for interlibrary loan in accordance with Canadian and relevant international copyright laws and standard library interlibrary loan procedures.
- 3.4 **SCHOLARLY SHARING.** Authorized Users may transmit to a third party colleague in hard copy or electronically, reasonable amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use.
- 3.5 **USE IN ACADEMIC RESEARCH.** Member Institutions and Authorized Users may incorporate limited parts of the Licensed Materials in printed or electronic form in

- assignments, portfolios, theses and dissertations, including reproductions of the Licensed Material for library deposit and other non-commercial uses.
- 3.6 **FAIR DEALING / CREATIVE COMMONS.** Notwithstanding any other provisions of this Agreement, nothing shall in any way restrict or limit the ability of Member Institutions, Authorized Users or Walk-in Users to engage in or conduct any activity that is otherwise permitted under Canadian copyright laws, including without limitation pursuant to any fair dealing exceptions, or as permitted under Creative Commons licensing.
- 3.7 **ALTER or MODIFY** the Licensed Materials as necessary to provide an equivalent level of service to Authorized Users with appropriately documented print or other disabilities.
- 3.8 **COURSEPACKS / ELECTRONIC RESERVES / VIRTUAL LEARNING.** Member Institutions and Authorized Users may incorporate parts of the Licensed Material in course packs, study packs, resource lists and in any other material (including but not limited to multi-media works) to be used in the course of instruction and/or in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments and library environments) hosted on a Secure Network (only accessible to Authorized Users by Secure Authentication). Each item shall carry appropriate acknowledgement of the source, listing the title and copyright owner. Course packs in non-electronic non-print perceptible form, such as Braille, may also be offered to Authorized Users. If the Licensor does not have the right to grant all rights under 3.8 for all Licensed Materials, these rights will apply exclusively to the content for which the Licensor does have such rights, as specified in the attached Schedule(s).
- 3.9 **FEDERATED SEARCH.** Member Institutions and Authorized Users may include the Licensed Material in federated or metasearch services.
- 3.10 **DATA and TEXT MINING.** Member Institutions and Authorized Users may conduct research employing data or text mining of the Licensed Materials and disseminate results publicly for non-commercial purposes.
- 3.11 **TRAINING AND MARKETING MATERIALS.** Member Institutions may display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users.
- 4. PROHIBITED USES**
- 4.1 **COMMERCIAL USE.** Use of the Licensed Materials for the purposes of monetary reward (whether by Member Institutions, Authorized Users or Walk-in Users) by means of sale, resale, loan, transfer, hire or other form of commerce. For the avoidance of doubt, recovery of direct costs incurred by the Member Institution in the course of providing access to Authorized Users or Walk-in Users (e.g. printing, photocopying, or administration fee) including inter-library loan, is not deemed to be Commercial Use.
- 4.2 **SUBSTITUTION FOR LICENSE.** No provision of this Agreement is intended to provide such substantial use as to constitute a substitution for an institutional license by a third party

institution. For example, Walk-In User rights are designed for the provision of services to individuals, not blanket rights for all of the users of another institution or organization.

5. THE LICENSOR'S UNDERTAKINGS

The Licensor shall:

- 5.1 Warrant to the Licensees and the Member Institutions that the Licensor will make reasonable efforts to ensure that the Licensed Material is available on a 24-hour basis, excluding normal network administration and system down time, but if access is suspended or interrupted, liability will be limited to restoring access as soon as possible.
- 5.2 The Licensor will have no liability for any loss or damage arising out of use or inability to use Licensed Material. The Licensor will have no liability for content submitted by users of Licensed Material. The Licensor makes no representations, warranties, or endorsements with respect to any third-party website that may be accessible through the Licensed Material website. The Licensor does not guarantee the accuracy or completeness of information contained in Licensed Material, or its merchantability or fitness for a particular purpose. Material may change at any time without notice. The Licensor does not guarantee that Licensed Material will be accessible in any particular hardware or software environment.
- 5.3 Notice of the Use of Digital Rights Management Technology. In the event that Licensor utilizes any type of digital rights management technology to control the access to usage of Licensed Materials, Licensor agrees to notify Licensees of the name, contact information and any technical specifications for the digital rights management technology utilized. In no event may such Digital Rights Management Technology be used in such a way as to limit the usage rights of a Licensee, Member Institutions or any Authorized User as specified in this Agreement or under applicable law.
- 5.4 Notice of the Use of Digital Watermarking Technology. If Licensor utilizes any type of digital watermarking technology for any element of the Licensed Materials, Licensor agrees that watermarks will not be visible to the human eye and will not degrade image quality. These watermarks shall not contain information pertaining to Member Institutions or Authorized Users such as account numbers or IP addresses. If digital watermarking technology is used, Licensor agrees to notify the Licensees, in advance, of the name, contact information, and any technical specifications for the technology used.

6. MEMBER INSTITUTIONS UNDERTAKINGS

Each Member Institution shall:

- 6.1 Use reasonable efforts to ensure that access is restricted to Authorized Users, and that Authorized Users are made aware of, and comply with, the terms and conditions of this Agreement.

7. TERM AND TERMINATION

- 7.1 This Agreement shall commence on the date indicated on the first page of this Agreement, and shall apply to all Licensed Materials for the time period(s) as indicated on the attached

Schedule 1. Subscriptions as indicated on the attached Schedule(s) will automatically terminate at the end of the subscription period unless both parties have previously agreed in writing including by email communication to renew the subscription.

- 7.2 In the event that either party believes that the other materially has breached any obligations under this Agreement, such party shall notify the breaching party in writing. The breaching party shall have 30 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the 30-day time period, the non-breaching party shall have the right to terminate the Agreement without further notice.
- 7.3 In the event of early termination permitted by this Agreement, the Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by the Licensee on behalf of the Member Institution for any remaining period of the Agreement from the date of termination. This paragraph is invalid if the Member Institution commits a willful, material and consistent breach of the terms of this Agreement, and fails to remedy the breach within thirty (30) days of notification by the Licensor.
- 7.4 The Licensor hereby grants to the Member Institutions a nonexclusive, royalty-free, subscription license to use all material added to the Licensed Materials during the term of this Agreement, to which access expires at the end of the subscription except for perpetual access to the new journal content for the subscription term. Usage of materials acquired in this fashion shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement.
- 7.5 Funding Contingency. If funding of the Member Institution is materially reduced and the Licensee thereby becomes unable to pay future amounts payable pursuant to this Agreement, the Licensee on behalf of Member Institution may give the Licensor written notice of termination and this Agreement shall terminate for the Member Institution effective 30 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.

Funding Contingency applies for multi-year subscriptions, so that a Licensee on behalf of Member Institution is allowed to give Licensor written termination within the multi-year term effective the expiration of any prepaid Subscription period. The termination of participation by any Licensee within a multi-year term does not constitute a default of the License Agreement or shall not be grounds for any increase of costs for remaining Members payable by the said Licensee or of any additional fees payable by other Licensees during the remainder of the multi-year term.

8. PRIVACY RIGHTS

The Licensor will not, without the prior written consent of the Licensee, the Member Institution and Authorized Users, or as otherwise permitted by the applicable privacy legislation – such as the Freedom of Information and Protection of Privacy Act and the Act respecting access to documents held by public bodies and the protection of personal information (RLRQ, c. A-2.1) – 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.

The Licensor shall take all necessary security measures to ensure that personal and confidential information is protected throughout all stages of this License.

Licensor will notify the Licensee, Member Institution and Authorized Users as soon as is practicable if the Licensor's systems are breached and the confidentiality of personally identifiable information is compromised.

9. GENERAL

Warranty and Indemnification. The Licensor warrants that it holds the rights granted under this Agreement, and indemnifies and holds the Licensee and its Member Institutions harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against the Licensee or any of its Member Institutions claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of this license for any reason.

NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS LICENSE IS APPLICABLE TO THIS INDEMNIFICATION.

- 9.1 This Agreement and attached Schedule(s) signed by Licensor and Licensees shall comprise the complete terms and conditions of use. If there is a "click-through" agreement for users, this Agreement shall override the "click-through" agreement.
- 9.2 Notice of terms of "click-through" license terms: in the event that Licensor uses a "click-through" license for end users, Licensor shall provide Licensee with notice of and an opportunity to comment on such terms prior to their implementation. In the event of any conflict between the 'click-through' terms and this License, the terms of this License shall prevail.
- 9.3 Alterations to this Agreement and to the Schedules to this Agreement are only valid if they are recorded in writing and signed by both parties.
- 9.4 **Assignment.** This Agreement may not be assigned by either party to any other person or organization without the prior written consent of the other party, nor may either party subcontract any of its obligations, except as provided in this Agreement in respect of the management and operation of the Server and the Licensor's Representative, without the prior written consent of the other party, which consent shall not unreasonably be withheld.
- 9.5 **Notice.** Any notices to be served on either of the parties or on a Member Institution by the other shall be sent by registered mail, courier or facsimile to the address of 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 by facsimile shall be deemed to have been given on the date of receipt of the notice as delivered by the courier or facsimile.
- 9.6 **Force Majeure.** Neither party's nor a Member Institution's delay or failure to perform any provision of this Agreement, as a result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, "denial of service" or similar attacks, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.
- 9.7 **Waiver.** Failure to enforce any provision of this Agreement shall not be construed to be a waiver of such provision.

- 9.8 Severability. If any provision of this Agreement is found invalid or unenforceable pursuant to a decree or decision of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable according to its terms.

If the parties disagree over an interpretation of this Agreement or whether a party or a Member Institution is in breach of any part of this Agreement, the parties and any such Member Institution 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 other such means.

- 9.9 This Agreement shall be governed by and construed in accordance with the laws of the province of each Licensee, and the laws of Canada applicable therein. Parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the courts of the province of the Licensee, Canada.

Licensed Material: University of Chicago Press Complete Journals Collection.

Journal Title	Content Coverage Period	Content Coverage Period Full-Run
Afterall: A Journal of Art, Context and Enquiry	<i>Jan 1998 - present</i>	<i>Included in Current</i>
American Art	<i>Mar 1987 - present</i>	<i>Included in Current</i>
American Journal of Archaeology - <i>New to Chicago in 2022!</i>	<i>Jan 2003 - present</i>	<i>Jan 1885</i>
American Journal of Education	<i>Nov 2003 - present</i>	<i>Jan 1893</i>
The American Journal of Health Economics	<i>Win 2015 - present</i>	<i>Included in Current</i>
American Journal of Sociology	<i>Jan 1997 - present</i>	<i>Jul 1895</i>
American Naturalist	<i>Jan 1997 - present</i>	<i>Mar 1867</i>
American Political Thought	<i>May 2012 - present</i>	<i>N/A</i>
Archives of American Art Journal	<i>Spr 2011 - present</i>	<i>May 1960</i>
Art Documentation: Journal of the Art Libraries Society of North America	<i>Feb 1982 - present</i>	<i>Included in Current</i>
The Biological Bulletin	<i>Aug 1897 - present</i>	<i>Included in Current</i>
The British Journal for the Philosophy of Science	<i>May 1950 - present</i>	<i>Included in Current</i>
Bulletin of the American Society of Overseas Research	<i>Feb/May 1990 - present</i>	<i>Dec 1919</i>
Bulletin of the Detroit Institute of Arts	<i>2009 - present</i>	<i>Jan 1904</i>
The China Journal	<i>Jul 1995 - present</i>	<i>Jan 1979</i>
Classical Philology	<i>Jan 2003 - present</i>	<i>Jan 1906</i>
Comparative Education Review	<i>Feb 2000 - present</i>	<i>Jun 1957</i>
Crime and Justice	<i>Jan 2006 - present</i>	<i>Jan 1979</i>
Critical Historical Studies	<i>Spr 2014 - present</i>	<i>Included in Current</i>
Critical Inquiry	<i>Jan 2002 - present</i>	<i>Sep 1974</i>
Current Anthropology	<i>Feb 1997 - present</i>	<i>Sep 1959</i>
Early Modern Women: An Interdisciplinary Journal -	<i>Fall 2006 - present</i>	<i>Included in Current</i>
Economic Development and Cultural Change	<i>Jan 1997 - present</i>	<i>Mar 1952</i>
English Literary Renaissance	<i>Win 1971 - present</i>	<i>Included in Current</i>

Elementary School Journal	<i>Jan 2004 - present</i>	<i>Jul 1900</i>
Environmental and Energy Policy and the Economy	<i>Jan 2020 - present</i>	<i>Included in Current</i>
Environmental History -	<i>Spr 1957 - present</i>	<i>Included in Current</i>
Ethics	<i>Jan 1998 - present</i>	<i>Oct 1890</i>
Freshwater Science	<i>Mar 2000 - present</i>	<i>Feb 1982</i>
Gesta	<i>May 2008 - present</i>	<i>Jan 1963</i>
Getty Research Journal	<i>Feb 2009 - present</i>	<i>Included in Current</i>
HAU: Journal of Ethnographic Theory	<i>Mar 2011 - present</i>	<i>Included in Current</i>
History of Humanities	<i>Spr 2016 - present</i>	<i>Included in Current</i>
History of Religions	<i>Feb 2003 - present</i>	<i>Summer 1961</i>
HOPOS: The Journal of the International Society for the History of Philosophy of Science	<i>May 2011 - present</i>	<i>Included in Current</i>
I Tatti Studies	<i>Jan 1985 - present</i>	<i>Included in Current</i>
Innovation Policy and the Economy - final volume in 2020	<i>2000 - 2020</i>	<i>FREE</i>
International Journal of American Linguistics	<i>Jul 1917 - present</i>	<i>Included in Current</i>
International Journal of Plant Sciences	<i>Jan 1998 - present</i>	<i>Nov 1875</i>
International Seminar on Macroeconomics	<i>2007- 2012</i>	<i>FREE</i>
Isis (Subscription Incl Osiris)	<i>Mar 2002 - present</i>	<i>Mar 1913</i>
The Journal of African American History	<i>Win 1998 - present</i>	<i>Jan 1916</i>
Journal of Anthropological Research	<i>Mar 2005 - present</i>	<i>Mar 1937</i>
Journal of Cuneiform Studies	<i>1998 - present</i>	<i>1947</i>
The Journal of Geology	<i>Jan 1997 - present</i>	<i>Jan 1893</i>
Journal of Human Capital	<i>Dec 2007 - present</i>	<i>Included in Current</i>
Journal of Labor Economics	<i>Jan 1997 - present</i>	<i>Jan 1983</i>
Journal of Law and Courts	<i>Mar 2013 - present</i>	<i>Included in Current</i>
The Journal of Law and Economics	<i>Apr 1997 - present</i>	<i>Oct 1958</i>
The Journal of Legal Studies	<i>Jan 1997 - present</i>	<i>Jan 1972</i>
The Journal of Modern History	<i>Mar 1997 - present</i>	<i>Mar 1929</i>
Journal of Near Eastern Studies	<i>Jan 2003 - present</i>	<i>Mar 1884</i>
Journal of Political Economy	<i>Feb 1997 - present</i>	<i>Dec 1892</i>
The Journal of Politics	<i>Feb 2000 - present</i>	<i>Feb 1939</i>
The Journal of Religion	<i>Jan 2004 - present</i>	<i>Apr 1882</i>
Journal of the Association for Consumer Research	<i>Mar 2016 - present</i>	<i>Included in Current</i>
Journal of the Association of Environmental and Resource Economists	<i>Mar 2014 - present</i>	<i>Included in Current</i>
Journal of the Society for Social Work and Research	<i>Jan 2010 - present</i>	<i>Included in Current</i>
Journal of the Warburg and Courtauld Institutes -	<i>2000 - present</i>	<i>Jul 1937</i>
KNOW: A Journal on the Formation of Knowledge	<i>Spr 2017 - present</i>	<i>Included in Current</i>

The Library Quarterly	Jan 2004 - present	Jan 1931
Marine Resource Economics	Jan 1984 - present	Included in Current
Metropolitan Museum Journal	Jan 2007 - present	Jan 1968
Modern Philology	Feb 2003 - present	Jun 1903
NBER Macroeconomics Annual	Jan 1986 - present	Included in Current
National Tax Journal	Feb 1916 - present	Included in Current
Near Eastern Archaeology	March 1998 - present	Feb 1938
Osiris (Incl w/ subscription to Isis)	Jan 2006 - present	Jan 1936
The Papers of the Bibliographical Society of America	Mar 2010 - present	Jan 1904
Physiological and Biochemical Zoology	Jan 1999 - present	Jan 1928
Polity	Jan 2005 - present	Autumn 1968
Portable Gray	Fall 2018 - present	Included in Current
The Quarterly Review of Biology	Mar 2002 - present	Jan 1926
Renaissance Drama	Mar 2010 - present	Jan 1955
Res: Anthropology and aesthetics	Spr 2000 - present	Spring 1981
Review of Environmental Economics and Policy	Winter 2007 - present	Included in Current
Schools: Studies in Education	Mar 2004 - present	Included in Current
Signs	Jan 2002 - present	Autumn 1975
Signs and Society (O/A)	Feb 2013 - present	N/A
The Social History of Alcohol and Drugs	1980 - present	Included in Current
Social Service Review	Mar 1998 - present	Mar 1927
Source: Notes in the History of Art	Oct 2010 - present	Fall 1981
Speculum	Jan 2005 - present	Jan 1926
Spenser Studies: A Renaissance Poetry Annual	1980 - present	Included in Current
Supreme Court Economic Review - final volume in 2020	1982 - 2020	FREE
The Supreme Court Review	Jan 1960 - present	Included in Current
Tax Policy and the Economy	Jan 1987 - present	Included in Current
West 86th: A Journal of Decorative Arts, Design History, and Material Culture	Fall 1993 - present	Included in Current
Winterthur Portfolio	Jan 1964 - present	Included in Current
The Wordsworth Circle	Win 2009 - present	1970

License Type:

Perpetual Access to full content after cancellation

Limited perpetual access to content after cancellation (*provide details*)

Institutions have access to the Complete Journal collection during their subscription term but maintain perpetual rights to the years of new content during the subscription year.

Subscription without continued access after cancellation

Term of Agreement: January 1, 2022 to December 31, 2024

Payment Schedule:

- One-time purchase
- Annual renewal
- Maintenance fee

X Multi-year payment

This is a 3 year deal for January 1, 2022 to December 31, 2022; January 1, 2023 to December 31, 2023; and January 1, 2024 to December 31, 2024. The increase for 2023 and 2024 will match the base discount off the list price each year OR no more than a 3% increase. Therefore if the 20% off list is more than a 3% increase from the previous year, the increase will be capped at 3%.

Clause 7.5 Funding Contingency for multi-year subscriptions applies to this Agreement.

Fee and invoicing: Each consortium is invoiced and is responsible for payment of its own members. No additional fee will be charged for multiple physical locations within a university.

Access:

- X Vendor Platform (<https://www.journals.uchicago.edu/>)
- Other, please specify (*for local loading, the Agreement for the Local Archiving and Hosting of Licensed Materials or a separate Agreement must also be signed*)

Users: (in addition to Authorized Users, as defined in Section 1).

- Alumni
- Additional Groups of Users: (*Please provide details*)

Additional License Rights or Restrictions:

(*Please provide details on any specifics on the grant of license or usage rights*)

- MARC Records
- Open Access revenue

In the event that Licensor offers a for-pay open access option to its authors, Licensor agrees to annually review the number of open access articles published in the Licensed Content under the open access option and decrease license fees accordingly.

AUTHOR'S RIGHT TO USE THEIR OWN WORK

Authors affiliated with a Member Institution whose work ("Content") is accepted for publication within the Licensed Materials shall retain the non-exclusive, irrevocable, royalty-free right to use their Content for scholarly and educational purposes, including self-archiving or depositing the Content in institutional, subject-based, national or other open repositories or archives (including the author's own web pages or departmental servers), and to comply with all grant or institutional requirements associated with the Content. For the avoidance of doubt, it is the intent of the parties to this Agreement that Authors are third party beneficiaries of this provision of the Agreement.

SCHEDULE 2
Local Archiving and Hosting of Licensed Materials
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EXHIBIT B
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