

**ADDENDUM dated 13 July 2017 (the 'Effective Date') to Online Licence Agreement dated 5<sup>th</sup> May 2008 (the "Original Agreement") between Adam Matthew Digital Ltd (the "Licensor") and Canadian Research Knowledge Network, 411-11 Holland Avenue, Ottawa, Ontario, Canada, K1Y 4S1 (the "Licensee")**

The following Additional Project are Licensed by this Addendum on the same terms as the Original Agreement **SUBJECT TO CLAUSE (1) TO (5) BELOW**. For clarification, none of the following changes apply to content licensed under the Original Agreement other than the following Project.

- Frontier Life

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Clause (1):

**SECTION 2: GRANT OF ACCESS**

**DELETE:**

*2.2 This Agreement shall commence June 1<sup>st</sup> 2008 and shall terminate automatically on May 31<sup>st</sup> 2011, unless previously terminated in accordance with the terms of this agreement.*

**INSERT:**

*2.2 This Agreement shall automatically renew at the end of the initial term of one year for a successive term of one year, and thereafter for successive terms of one year each, unless in either case either party gives written notice of its intention not to renew at least 60 days before expiry of the relevant current term.*

Clause (2):

**SECTION 8: PUBLISHER'S UNDERTAKINGS**

**DELETE:**

*8.1.2 The Publisher shall use reasonable efforts to make available the electronic copy of each journal issue in the Licensed material not later than the day of publication of the printed version. In the event that for technical reasons this is not possible for any particular journal, as a matter of course, such journal shall be identified at the time of licensing, together with such reasons.*

**INSERT:**

*8.1.2 Upon return of this signed Addendum and providing the Licensee has given all necessary information to the Licensor to enable the Licensor to make the Licensed Materials available to the Licensee and its members, the Licensor shall make the Licensed Materials available to the Licensee's members at the price specified by the Licensor in the Licensor's quote.*

**DELETE:**

*8.3 The Publisher shall collect and compile Usage Data*

**INSERT:**

*8.3 The Publisher will provide the Institution with log-in details to access fully COUNTER-compliant usage statistics ([www.projectcounter.org](http://www.projectcounter.org).)*

Clause (3)

**SECTION 12: TERM AND TERMINATION**

**DELETE:**

*12.4.3 each Member seeking access pays to the Publisher a maintenance amount reflecting the Publisher's costs for facilitating such access as the Publisher and member, acting reasonably, may agree.*

**Clause (4)**

**INSERT:**

**SECTION 14 PERMANENT ARCHIVAL ACCESS**

**14.1** *The Licensor uses the services of Portico ([www.portico.org/digital-preservation](http://www.portico.org/digital-preservation)) to enable permanent archival access to be provided in respect of all of the Licensed Materials for the benefit of the Licensee.*

**14.2** *Permanent archival access to the Licensed Materials will only be activated automatically by Portico within a reasonable time of any of the following trigger events occurring:*

- (1) Licensor No Longer in Business. Licensor is no longer in business or is no longer in the business of publishing or providing access to previously published Licensed Materials.*
- (2) Title No Longer Offered. Licensor has stopped publishing and is no longer providing access to the Licensed Materials for a period longer than ninety (90) days.*
- (3) Back List Titles No Longer Available. Licensor has stopped offering or providing access to some or all of the back-list titles of the Licensed Materials for a period longer than ninety (90) days.*
- (4) Catastrophic Failure. Licensor has stopped publishing or providing access to the Licensed Materials for a period longer than ninety (90) days due to technical difficulties or any business interruption, bankruptcy, insolvency, receivership or business failure.*

**Clause**

**(5)::SCHEDULES**

**DELETE:**

**SCHEDULES 2,3, 5 and 6**

**Clause (6):**

**SCHEDULE 4**

**INSERT:**

*École de technologie supérieure  
Institut national de la recherche scientifique  
Algoma University  
Royal Military College  
Kwantlen Polytechnic University  
Trinity Western University  
Vancouver Island University  
MacEwan University  
Mount Royal University*

IN WITNESS THEREOF, the parties have executed this Agreement by their respective, duly  
Authorised representatives as of the date first above written:

LICENSOR: /

BY:

[Redacted Signature]  
Signature of Authorised Signatory of Licensor

DATE:

15 August 2017

Name:

Beth Alcock

Title:

Sales Support Manager  
Adam Matthew Digital Ltd  
Pelham House, London Road,  
Marlborough, Wiltshire, SN8 2AG, England

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Fax:

+44 (0)1672 511663

Email:

betha@amdigital.co.uk

THE LICENSEE:

BY:

[Redacted Signature]  
Signature of Authorised Signatory of Licensee

DATE:

Aug. 2, 2017

TITLE: Executive Director Canadian Research Knowledge Network	NAME: Clare Appavoo
TEL: 613-907-7029	EMAIL: cappavoo@crkn.ca

PLEASE COMPLETE, SIGN AND RETURN ONE COPY OF THIS FULLY-EXECUTED LICENCE  
ADDENDUM



