



ELSEVIER SUBSCRIPTION AGREEMENT

This agreement ("Agreement") is entered into as of 1 January 2014 by and between **CRISTin**, Forskningsveien 3B, N- 0373 Oslo Norway for and on behalf of its members identified on Schedule 2 (the "Institutions") (all, collectively, the "Subscriber"), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands ("Elsevier").

The parties hereto agree as follows:

SECTION 1. SUBSCRIPTION.

1.1 *Subscribed Products.*

Elsevier hereby grants to the Subscriber the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 1 ("Subscribed Products") and provide the Subscribed Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.

1.2 *Authorized Users/Sites.*

If academic:

Authorized Users are the full-time and part-time students, faculty, staff, researchers, and independent contractors of the Subscriber affiliated with the Subscriber's locations listed on Schedule 2 (the "Sites") and individuals using computer terminals within the library facilities at the Sites permitted by the Subscriber to access the Subscribed Products.

If medical w/school:

Authorized Users are the full-time and part-time students, faculty, residents, fellows, staff, researchers, and independent contractors of the Subscriber affiliated with the Subscriber's locations listed on Schedule 2 (the "Sites") and individuals using computer terminals within the library facilities at the Sites permitted by the Subscriber to access the Subscribed Products.

If governmental / medical w/o school:

Authorized Users are the employees and independent contractors of the Subscriber affiliated with the Subscriber's locations listed on Schedule 2 (the "Sites") and individuals using computer terminals within the library facilities at the Sites permitted by the Subscriber to access the Subscribed Products.

1.3 *Authorized Uses.*

Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, download and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User;

- incorporate links to the Subscribed Products on the Subscriber's intranet and internet websites and in electronic coursepacks, reserves and course management systems and instructor websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier; and
- provide print or electronic copies of individual items from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use; and
- access, search, browse, view, print, make electronic copies and store for the exclusive use of such Authorized User or, if the Authorized User is a librarian/information specialist, for the exclusive use of another Authorized User certain journal articles and book chapters from the ScienceDirect® online service that are not subscribed to as part of the Subscribed Products, with each twenty-four (24) hour access period for a selected article or chapter, a "Transaction".

The Subscriber may:

- print and deliver journal articles from Subscribed Titles (as defined herein) and, if any, book chapters from the Subscribed Products to fulfill requests as part of the practice commonly known as "interlibrary loan" from non-commercial libraries located within the same country as the Subscriber.

Notwithstanding anything to the contrary contained in this Agreement, open access content in the Subscribed Products is subject to the terms and conditions stated in the applicable user license identified in the individual journal article.

1.4 *Restrictions on Use of Subscribed Products.*

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;
- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Subscribed Products; or
- substantially or systematically reproduce, retain or redistribute the Subscribed Products.

Authorized Users who are individuals who are independent contractors or are employed by independent contractors may use the Subscribed Products only for the purposes of the contracted research work for the Subscriber.

1.5 *Intellectual Property Ownership.*

The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution of the Subscribed Products could materially harm Elsevier and its suppliers.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 *Access to Subscribed Products.*

Elsevier will make the Subscribed Products accessible to the Subscriber and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein.

2.2 *Quality of Service.*

Elsevier will use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

2.3 *Withdrawal of Content.*

Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing. If the withdrawal represents more than ten (10%) percent of the content comprising the Subscribed Products, Elsevier shall refund to the Subscriber the amount of the Fees that is proportional to the amount of content withdrawn and the remaining unexpired portion of the period for which the Fees were paid.

2.4 *Usage Data Reports.*

Elsevier will make usage data reports on the usage activity of each Institution accessible online on a monthly basis to the librarians/administrators employed by such Institution and the Consortium for internal use only. Such reports may be accessed by vendors or other third parties retained by the Institution only with the express written permission of Elsevier and for the purpose of usage analysis of the Institution. Elsevier will make commercially reasonable efforts to comply with the then currently valid COUNTER Code of Practice. Elsevier permits the Subscriber to engage BIBSYS (www.bibsys.no) to collect journal information solely for verifying the journal metadata before the journal title information is incorporated in the Subscribers' library catalogue and subject to clause 7.6 of this agreement.

2.5 *Accessibility.*

Elsevier will make commercially reasonable efforts to comply with the Web Content Accessibility Guidelines 1.0 published by the Web Accessibility Initiative of the World Wide Web Consortium (W3C)

SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

3.1 *Authentication.*

Access to the Subscribed Products will be authenticated by the use of Internet Protocol ("IP") address(es) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as identified on Schedule 2.

3.2 *Protection from Unauthorized Access and Use.*

The Subscriber will use reasonable efforts to:

- limit access to and use of the Subscribed Products to Authorized Users and notify all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
- issue any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulge any passwords or credentials to any third party, and notify all Authorized Users not to divulge any passwords or credentials to any third party; and
- promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform Elsevier and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Subscriber and relevant Institution(s) suspend the access from where the unauthorized use occurred upon notice to the Subscriber. The Subscriber will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof.

SECTION 4. FEES AND PAYMENT TERMS.

The Consortium will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within thirty (30) days of date of invoice for the Fees due for first year of the term and, thereafter, no later than 31 January for the Fees due for the then current year of the term. Late payments will be subject to interest charges of 1% per month on the unpaid balance. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Subscriber will be liable for any such taxes in addition to the Fees.

SECTION 5. TERM.

5.1 *Term.*

The term of this Agreement will commence on 01 January 2014 and continue until 31 December 2016.

5.2 *Renewal*

The Consortium may on behalf of the Institutions renew this Agreement twice for successive one-year terms, subject to payment of the Fees for the applicable year as set forth in Schedule 1. The Agreement shall automatically renew unless the Consortium provides Elsevier a written cancellation notice to Elsevier at least sixty (60) days prior to the expiration of the then current term. The total term of this Agreement, including the exercise of any options under this clause, shall not exceed five (5) years.

5.3 *Removal of Institution Due to Insufficient Budgetary Allotment from Government*

An Institution may be removed from Schedule 2 upon thirty (30) days' notice given by the Consortium to Elsevier if sufficient funds are not provided or allotted in future government-approved budgets of the Institution (or reasonably available or expected to become available from other sources at the time its payment obligation attaches) to permit the Institution, in the exercise of its reasonable administrative discretion, to continue to participate in this Agreement. In the event that an Institution no longer participates in this Agreement, its journal titles will no longer be accessed by the Subscriber.

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 *Warranties.*

Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

6.2 *Indemnities.*

Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this Agreement.

6.3 *Disclaimer.*

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED "AS IS" AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL

WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 *Limitation of Liability.*

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, or will the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

SECTION 7. GENERAL.

7.1 *Force Majeure.*

Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) will be deemed a breach of this Agreement.

7.2 *Severability.*

The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

7.3 *Entire Agreement.*

This Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein.

7.4 *Modification.*

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties.

7.5 *Assignment.*

The Subscriber will not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld.

7.6 *Privacy.*

Elsevier will not, without the prior written consent of the Subscriber, transfer any personal information of any Authorized Users to any non-affiliated third party or use it for any purpose other than as described in this Agreement and in the online privacy policy for the relevant online service.

7.7 *Notices.*

All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

If to Elsevier: Elsevier B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands.

If to the Subscriber: CRIStin, Forskningsveien 3B, N- 0373 Oslo Norway

7.8 Confidentiality.

The Subscriber and its employees, officers, directors and agents will maintain as confidential and not disclose to any non-affiliated third party without Elsevier's prior written consent or except as required by law the financial terms and commercial conditions of this Agreement.

7.9 Execution.

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

7.10 Governing Law and Venue.

This Agreement will be governed by and construed in accordance with the laws of The Netherlands, and the parties irrevocably consent to the exclusive jurisdiction of the courts of The Netherlands with respect to any dispute or matter arising out of or pertaining to this Agreement (except where local law requires).

7.11 Confidentiality.

The Subscriber and its employees, officers, directors and agents shall maintain as confidential and not disclose to any non-affiliated third party without Elsevier's prior written consent or except as required by law the financial terms and commercial conditions of this Agreement.

7.12 Execution.

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

7.13 Contracting Authority.

Each Institution has authorized the Consortium CRIS^{tin} - Current Research Information System in Norway to enter into this Agreement on its behalf and to enforce this Agreement on behalf of the Institutions. The Consortium represents and warrants that the Institutions acknowledge and agree to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement. The Institution will be responsible for and make payment of the Fees due for access to and use of the services as specified in the Agreement to the extent that the Consortium fails to make any such payment.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

CRIS^{tin} (Consortium)

ELSEVIER B.V.
(Elsevier)

No.

ELSEVIER SUBSCRIPTION AGREEMENT

Schedule 1

Subscribed Products/Access/Fees

CRISTin

| <i>ScienceDirect® online - Elsevier B.V. Freedom Collection</i> | <i>Access</i> | <i>sciencedirect.com</i> | | | | | | |
|---|---------------|--------------------------|------------------|---------------|---------------|---------------|---------------|---------------|
| Organization | SIS ID | Authorized Users | 2014 Agreement # | Fees 2014 EUR | Fees 2015 EUR | Fees 2016 EUR | Fees 2017 EUR | Fees 2018 EUR |
| Norwegian University of Science and Technology | 2776 | 18136 | 1-5221012393 | 1,780,393 | 1,849,829 | 1,921,972 | 1,996,929 | 2,074,809 |
| University of Oslo | 2778 | 20174 | 1-5255169074 | 1,695,648 | 1,761,778 | 1,830,488 | 1,901,877 | 1,976,050 |
| University of Bergen | 2780 | 12054 | 1-5255425976 | 1,160,530 | 1,205,790 | 1,252,816 | 1,301,676 | 1,352,441 |
| UiT - The Arctic University of Norway | 245431 | 9499 | 1-5530809044 | 674,202 | 700,495 | 727,815 | 756,199 | 785,691 |
| Norges Handelshøyskole | 245216 | 2753 | 1-5255491344 | 122,288 | 127,057 | 132,012 | 137,160 | 142,510 |
| SINTEF | 39404 | 5000 | 1-5255625534 | 115,925 | 120,446 | 125,144 | 130,024 | 135,095 |
| BI Norwegian Business School | 245392 | 12104 | 1-5257579345 | 108,634 | 112,871 | 117,273 | 121,846 | 126,598 |
| NOFIMA | 245201 | 1500 | 1-5345740890 | 96,417 | 100,177 | 104,084 | 108,143 | 112,361 |
| Universitetssenteret på Svalbard | 309356 | 2500 | 1-5346065028 | 83,069 | 86,308 | 89,674 | 93,172 | 96,805 |
| Universitetet i Agder | 66671 | 7329 | 1-5346164944 | 78,922 | 82,000 | 85,198 | 88,521 | 91,973 |
| Institutt for energiteknikk | 245269 | 5000 | 1-5346268799 | 70,766 | 73,526 | 76,393 | 79,372 | 82,468 |
| Norwegian University of Life Sciences | | 4322 | 1-5532165068 | 228,254 | 237,156 | 246,405 | 256,015 | 265,999 |
| Universitetet i Nordland | 245222 | 3558 | 1-5346447896 | 60,936 | 63,313 | 65,782 | 68,347 | 71,013 |
| Universitetet i Stavanger | 245419 | 6831 | 1-5346666733 | 55,430 | 57,591 | 59,837 | 62,171 | 64,596 |
| Forsvarets forskningsinstitutt | 245271 | 15000 | 1-5346792060 | 55,265 | 57,421 | 59,660 | 61,987 | 64,404 |
| Nasjonalt Inst for Ernærings- og Sjømatforsk | 429076 | 1500 | 1-5346856422 | 50,370 | 52,334 | 54,375 | 56,496 | 58,699 |
| Statens Arbeidsmiljøinstitutt | 365212 | 15000 | 1-5346896043 | 49,142 | 51,058 | 53,049 | 55,118 | 57,268 |
| Høgskolen i Telemark | 82485 | 4964 | 1-5346924632 | 48,690 | 50,589 | 52,562 | 54,612 | 56,742 |
| Høgskolen i Molde | 303921 | 1466 | 1-5346946051 | 44,386 | 46,117 | 47,915 | 49,784 | 51,726 |
| Transportøkonomisk Institutt | 55689 | 1500 | 1-5346985555 | 42,526 | 44,185 | 45,908 | 47,699 | 49,559 |
| Havforskningsinstituttet | 245211 | 2000 | 1-5347092843 | 42,047 | 43,687 | 45,391 | 47,161 | 49,000 |
| Norsk Institutt for Vannforskning | 245353 | 2500 | 1-5347109863 | 40,242 | 41,811 | 43,442 | 45,136 | 46,896 |
| Norsk Institutt for Luftforskning | 337620 | 2500 | 1-5347576371 | 40,114 | 41,678 | 43,304 | 44,993 | 46,747 |
| Høgskolen i Sør-Trøndelag | 73005 | 6596 | 1-5347621201 | 35,728 | 37,121 | 38,569 | 40,073 | 41,636 |
| Skog og landskap | 328799 | 1500 | 1-5347636134 | 33,808 | 35,127 | 36,497 | 37,920 | 39,399 |
| Statens Strålevern | 392769 | 1500 | 1-5347644458 | 32,376 | 33,638 | 34,950 | 36,313 | 37,729 |
| Høgskolen i Bergen | 311386 | 6000 | 1-5347671554 | 31,189 | 32,405 | 33,669 | 34,982 | 36,346 |

| | | | | | | | | |
|--|--------|-------|--------------|------------------|------------------|------------------|------------------|------------------|
| Bioforsk | 416754 | 500 | 1-5347705377 | 31,011 | 32,220 | 33,477 | 34,782 | 36,139 |
| Buskerud and Vestfold University College | 310904 | 5717 | 1-5532004422 | 44,835 | 46,584 | 48,401 | 50,288 | 52,249 |
| Meteorologisk Institutt | 309352 | 1000 | 1-5347720324 | 28,797 | 29,920 | 31,087 | 32,299 | 33,559 |
| Høgskolen i Nord Trøndelag | 311039 | 3042 | 1-5350771367 | 28,286 | 29,390 | 30,536 | 31,727 | 32,964 |
| Norsk Polarinstitutt | 332259 | 100 | 1-5351125986 | 28,018 | 29,111 | 30,246 | 31,426 | 32,651 |
| Norsk Institutt for Naturforskning | 245437 | 1000 | 1-5374524241 | 27,600 | 28,677 | 29,795 | 30,957 | 32,165 |
| Høgskolen i Gjøvik | 310941 | 1992 | 1-5374545980 | 24,717 | 25,681 | 26,682 | 27,723 | 28,804 |
| Hedmark University College | 310864 | 4007 | 1-5374607246 | 24,597 | 25,556 | 26,552 | 27,588 | 28,664 |
| Norwegian School of Sport Sciences | 60370 | 915 | 1-5374634300 | 24,200 | 25,143 | 26,124 | 27,143 | 28,201 |
| Høgskolen Stord - Haugesund | 311199 | 2,034 | 1-5374852130 | 24,046 | 24,984 | 25,958 | 26,971 | 28,023 |
| National Veterinary Institute | 430267 | 4,500 | 1-5374892791 | 21,762 | 22,610 | 23,492 | 24,408 | 25,360 |
| Høgskolen i Narvik | 245293 | 876 | 1-5374926151 | 20,857 | 21,670 | 22,516 | 23,394 | 24,306 |
| Chr. Michelsen Institute | 245228 | 1500 | 1-5374936790 | 19,292 | 20,045 | 20,826 | 21,639 | 22,482 |
| Norwegian Research Institute Agriculture and Economics | 442832 | 1500 | 1-5374937369 | 16,288 | 16,923 | 17,583 | 18,269 | 18,982 |
| Mattilsynet | 442833 | 1500 | 1-5374983226 | 14,148 | 14,700 | 15,274 | 15,869 | 16,488 |
| Høgskolen i Ålesund | 311231 | 1563 | 1-5375010099 | 11,265 | 11,705 | 12,161 | 12,635 | 13,128 |
| Departementenes servicesenter | 446336 | 15000 | 1-5375029097 | 10,801 | 11,222 | 11,660 | 12,114 | 12,587 |
| Østfold University College (Høgskolen i Østfold) | 245247 | 3624 | 1-5375089770 | 19,367 | 20,122 | 20,907 | 21,722 | 22,570 |
| Diakonhjemmet Høgskole | 481754 | 1692 | 1-5375498466 | 13,746 | 14,283 | 14,840 | 15,418 | 16,020 |
| Norwegian Environment Agency | 833826 | 1326 | 1-5532004014 | 29,921 | 31,088 | 32,300 | 33,560 | 34,869 |
| Oslo and Akershus University College of Applied Sciences | 245309 | 13064 | 1-5375626235 | 44,496 | 46,232 | 48,035 | 49,908 | 51,855 |
| Høgskulen i Sogn og Fjordane | 311145 | 2562 | 1-5375661448 | 24,303 | 25,251 | 26,235 | 27,259 | 28,322 |
| RBUP Øst og Sør | 565185 | 500 | 1-5375966175 | 14,225 | 14,779 | 15,356 | 15,955 | 16,577 |
| Norges Geologiske Undersøkelse | 245435 | 2000 | 1-5542600010 | 63,316 | 65,786 | 68,351 | 71,017 | 73,787 |
| Noregs Vassdrags- og Energidirektorat | 541164 | 1000 | 1-5542759020 | 27,391 | 28,459 | 29,569 | 30,722 | 31,921 |
| The Norwegian Centre for ICT in Education | 459052 | 500 | 1-5542759682 | 13,746 | 14,283 | 14,840 | 15,418 | 16,020 |
| Lovisenberg Diakonale Høgskole | 82513 | 757 | 1-5961686712 | 14,671 | 15,243 | 15,838 | 16,455 | 17,097 |
| Totals | | | | 7,542,998 | 7,837,175 | 8,142,825 | 8,460,395 | 8,790,350 |

Journal Collection(s)

The Subscriber's Journal Collection(s) is described in Schedule 1.1.

Transaction Fee

The Subscriber may purchase pre-paid Transactions ("PPT") upon mutual agreement of the parties in writing. Unused PPT will be forfeited one (1) year after issue or upon termination of this Agreement, whichever is earlier.

ELSEVIER SUBSCRIPTION AGREEMENT

Schedule 1.1

Journal Subscription

Journal Collection(s):

Complete Collection: Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 1995 identified on Annex A to Schedule 1.1.

Clinics Collection: Electronic access to the full text of all articles from the Clinics journal titles published since 1 January 1996 identified on Annex A to Schedule 1.1

Freedom Collection: Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 1995 set forth in the Freedom Collection Journal Title List at <http://www.info.sciencedirect.com/content/journals/titles>, as may be updated annually with the changes effective as of 1 January of the following calendar year of the term of the Agreement.

Transferred Titles

Society journal titles for which the Subscriber holds an electronic subscription through a third-party publisher whose publication rights are transferred to Elsevier and made accessible on ScienceDirect during the term ("Transferred Titles") will be deemed Subscribed Titles effective as of the date of transfer and for the then current publication year and the publication years previously paid unless and until the Subscriber notifies Elsevier that it no longer wishes to continue such electronic subscription on ScienceDirect. The option to substitute Subscribed Titles does not apply to Transferred Titles.

Deep Discounted Price for Print Subscriptions

Provided that the Fees have been paid, the Subscriber will have the option to place orders for annual subscriptions to a selection of Elsevier print publications at a price reduced from the list price ("Deep Discounted Price" or "DDP"), by 1 August prior to the start of the next calendar year from Elsevier or its affiliate directly and from only one (1) authorized subscription agent, which will be selected by the Subscriber, and Elsevier or its affiliate will fulfill such orders in accordance with its customary practices. The Subscriber will notify Elsevier of its subscription agent's contact information upon placing such orders. The Subscriber may change its subscription agent no more than once annually by giving Elsevier notice by 1 August prior to the start of the next calendar year. The Subscriber will not place orders for such DDP subscriptions on behalf of any other person or entity or with the intent to resell, rent, license, lease or otherwise transfer them to another person or entity.

Post Termination Access to Subscribed Titles

Upon termination of all of the Subscriber's annual subscriptions on ScienceDirect online, the Subscriber may, at its option, (1) acquire, load and technically format on a server that enables access and use by Authorized Users an electronic copy of all or part of its Subscribed Titles for the publication years paid for cost and/or (2) continue to access such Subscribed Titles online for an annual access fee based on the number of full-text articles downloaded from such titles during the prior twelve (12) months at a rate of EUR 0.063 per download, with a minimum annual fee of EUR 400 (adjusted annually for inflation and cost increases) for the Subscriber's access to the platform, in accordance with the usage provisions of this Agreement, which provisions will survive the termination of the Agreement. Elsevier will make available for inspection by a duly authorized auditor of the Subscriber, at the Subscriber's sole expense, the records concerning the calculation of the annual access fee one time per year during regular business hours upon thirty (30) days written notice to Elsevier. The electronic copy may not contain links and other features and functionality associated with the online version. If a particular Subscribed Title is withdrawn by Elsevier or not renewed by the Subscriber, but the Subscriber remains a ScienceDirect online subscriber, the Subscriber may continue to access online, at no additional charge, such formerly Subscribed Title for the publication years paid, provided that Elsevier continues to hold the electronic rights thereto.

Adding Institutions

Institutions may be added to Schedule 2 provided that written notice is given by the Consortium to Elsevier at least sixty (60) days prior to the start of any renewal term and subject to an appropriate recalculation of the Fees.