

THIS CONSORTIUM LICENSE AGREEMENT (“Agreement”) IS AGREED TO the fifteenth day of May 2025

BETWEEN

BioOne, a non-profit corporation with offices at 1025 Connecticut Avenue NW, Suite 1200, Washington, DC, USA 20036 (“BioOne”)

And

The Regents of the University of California, BioOne Account No. 10003, with its principal offices at The California Digital Library, University of California Office of the President, 1111 Franklin Street, Oakland, CA 94607 (“the Consortium”).

WHEREAS both parties share the mutual goals of maximizing dissemination of scholarly information for the purposes of both education and research while ensuring the sustainability of scholarly communication, and agree to cooperate in good faith to achieve those goals through this Agreement

AND WHEREAS BioOne holds the rights granted under this Agreement and under the associated Subscriber License Agreement (“License”)

AND WHEREAS the Consortium desires to enable Members of the Consortium to use these rights, and BioOne desires to grant to the Members the license to use the rights for the Fee (as defined below), subject to the terms and conditions of both this Agreement and the License.

IT IS AGREED AS FOLLOWS:

1. KEY DEFINITIONS

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

Fee: The fee(s) set out in Schedule 3 and Schedule 4 and in new Schedules to this License that may be agreed by the parties.

Licensed Materials: The electronic material as set out in Schedule 3 and Schedule 4 and in new Schedules to this License that may be agreed by the parties, as well as such ancillary materials that are owned or controlled by BioOne and produced specifically to complement, supplement, and support the said electronic material or any part of the same (e.g., datasets, images).

Member: A university, other educational institution, or research organization that is a recognized and current member of the Consortium as listed in Schedule 2, and which has agreed by virtue of its membership to be bound by the terms and conditions of this Agreement and License as if it were a party to it jointly with the Consortium.

Additional terms not defined above but otherwise noted in this Agreement are as defined in Schedule 5.

2. AGREEMENT

2.1 The preliminary recitals set forth above are expressly incorporated into this Agreement by reference.

2.2 This Agreement is applicable only to those Members listed in Schedule 2 or in new Schedules to this Agreement which may be added subsequently. The Consortium agrees and represents that it has the agreement of all Members to enter into this Agreement, and each Member accepts and agrees to the License terms and conditions as set out in Schedule 5 of this Agreement as if the Member itself executed the same. The Members are entitled to the rights, responsibilities, and privileges as set for the Consortium under this Agreement and the License in Schedule 5.

3. TERM AND TERMINATION

3.1 This Agreement will commence at the beginning of the Subscription Period as set out in Schedule 3 or in new Schedules to this License that may be added subsequently, and will automatically terminate at the end of the Subscription Period, unless the parties have previously agreed to renew it.

3.2 This License will automatically terminate at the conclusion of the Subscription Period specified in Schedule 3, unless the parties have agreed to renew. In addition to the termination at the end of the Subscription Period, this License shall be terminated:

3.2.1 If the Consortium defaults in making payment of the Fee as provided in this Agreement and fails to remedy such default within thirty (30) days of notification in writing by BioOne.

3.2.2 In the event of any of the conditions specified in Section 8: Term and Termination of the License included as Schedule 5.

3.2.3 If BioOne commits a material or persistent breach of any term of this Agreement and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by the Consortium.

3.2.4 If the Consortium or its Members commits a willful, material, or persistent breach of BioOne's copyright or any other intellectual property rights or of the provisions of Section 3: Usage Rights or Section 4: Prohibited Uses of the License included as Schedule 5.

3.2.5 If either party becomes insolvent or becomes subject to receivership, liquidation, or similar external administration.

3.3 On termination of this Agreement by the Consortium for cause, as specified in section 3.2.3 above, BioOne shall forthwith refund the proportion of the Fee that represents the paid but unexpired part of the Subscription Period.

4. GENERAL

4.1 This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreements relating to the subject matter of this Agreement, whether oral or written.

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

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

4.4 Any notices to be served on either of the parties by the other shall be (i) mailed by prepaid, certified mail or overnight courier or (ii) transmitted by email to the mailing address or email address of the addressee as set out in Appendix A to this License or to such other address as notified by either party to the other as its address for service of notices. Any such notice or communication shall be deemed to have been given (i) three (3) days after such notice or communication is mailed by prepaid, certified mail, (ii) one (1) working day after such notice or communication is sent by overnight courier, or (iii) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission.

4.5 Neither party'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, pandemic, governmental restrictions, power, telecommunications, or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.

4.6 The invalidity or unenforceability of any provisions of this Agreement shall not affect the continuation or enforceability of the remainder of this Agreement.

4.7 Either party's waiver, or failure to require performance by the other, of any provision of this 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.

4.8 This Agreement and all related matters shall be governed and construed in accordance with the laws of California, without giving effect to the conflict of law's provisions to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of California. Any dispute arising out of or in conjunction with this Agreement shall be filed in the jurisdiction of the party against whom a claim is made.

4.9 This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Electronic signature copies shall be deemed original for all purposes.

...

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

FOR BIOONE

Signature:



Name:



Position/Title:

Senior Director of Business and Community Development

Date:

20 May 2025

FOR THE CONSORTIUM

Signature:



Name:



Position/Title:

Director of Shared Collections, CDL

Date:

5/23/2025

SCHEDULE 1
CONSORTIUM ADMINISTRATIVE CONTACTS AND OFFICIAL NOTICES

CONSORTIUM ADMINISTRATIVE CONTACT

Contact Name: _____

Title: CDL Acquisitions Coordinator_____

Telephone: _____

Email: [REDACTED]_____

OFFICIAL NOTICE CONTACTS (Section 4.4)

If to the Consortium:

Organization: California Digital Library, UC Office of the President_____

Contact Name: [REDACTED]_____

Title: Director of Shared Collections_____

Address: 1111 Franklin St, Oakland, CA 94607_____

Telephone: _____

Email: [REDACTED]_____

If to BioOne:

Organization: BioOne

Contact Name: [REDACTED]

Title: Senior Director of Business and Community Development

Address: 1025 Connecticut Avenue
NW, Suite 1200
Washington DC 20036 USA

Telephone: [REDACTED]

Email: [REDACTED]

Cc: [REDACTED]

For Licensees outside North America, Notices shall also be delivered to the appropriate BioOne sales agent.

SCHEDULE 2 MEMBER INSTITUTIONS

The following will constitute the Consortium's Members for the purposes of this Agreement.

Member administrative contact information and authentication details may be submitted under separate cover to BioOne or to the appropriate BioOne sales agent.

No.	BioOne ID	Member Institution
1	■	University of California Berkeley
2	■	University of California Davis
3	■	University of California Irvine
4	■	Lawrence Berkeley National Laboratory
5	■	University of California Los Angeles
6	■	University of California Merced
7	■	University of California Riverside
8	■	University of California San Diego
9	■	University of California Santa Barbara
10	■	University of California Santa Cruz
11	■	University of California Office of the President

**SCHEDULE 3
LICENSED MATERIALS -- SUBSCRIPTION PRODUCTS
FEES AND SUBSCRIPTION PERIOD**

For the purposes of this License, the Licensed Materials shall include the following products. Applies to all Members. A list of titles currently available may be found on the BioOne website (www.bioone.org) and may be added to this Schedule upon request.

Product

 X BioOne Complete

Multi-Year Fees and Agreement: The following multi-year Fees have been agreed by the Parties, and this License Agreement shall automatically renew for the Subscription Periods herein at the Fees stated in this Appendix. The Consortium agrees to be invoiced for the renewal by the Licensor no later than 90 days before the commencement of the next Subscription Period. Payment terms may be extended beyond net 30 with the agreement of both Parties.

1. List Prices: Will increase at 3% each year for the duration of this Agreement.
2. Subscriber Fees: Negotiated annual increase is 2%. Combined Total Subscriber Fees for each Member enumerated in Appendix A are presented in Table A. Annual pricing workbook with individual Member Subscriber Fees will be provided to the Consortium in advance of each renewal cycle.
3. Pricing for August 2024 – December 2025: To migrate Members onto the calendar year, Fees have been pro-rated for this extended term and are detailed in the Table A.

Table A: Multi-Year Fees			
Subscription Period	Total Subscriber Fees Due to BioOne	Inc (%)	Months
8/1/2024 - 12/31/2025	\$ 392,943.26	2.0%	17
1/1/2026 - 12/31/2026	\$ 288,577.53	2.0%	12
1/1/2027 - 12/31/2027	\$ 294,349.08	2.0%	12
1/1/2028 - 12/31/2028	\$ 300,236.06	2.0%	12
1/1/2029 - 12/31/2029	\$ 306,240.78	2.0%	12
Total Due	\$ 1,582,346.71		

Early Termination by Member: A Member may terminate this Agreement without penalty if sufficient content acquisitions funds are not allocated to enable the Member, in the exercise of its reasonable administrative discretion, to continue this Agreement. In the event of such financial circumstances, Member will notify the Licensor of the intent to terminate the Agreement as soon as is reasonably possible, but in any case, no less than ninety (90) days prior to the commencement of the next Subscription Term, and this transaction shall terminate on the last day of the subscription period for which payment has been made without penalty of expense to the Member of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available. In the event of such termination the Member shall maintain its perpetual rights to materials licensed under this subscription periods for which it has fully paid. The termination of participation by any Member will not constitute a default or a termination of this License Agreement, but the Licensor and Licensee may agree to renegotiate the remaining fees should the resulting decrease in total Subscriber Fees be determined by the Licensor to be significant.

Fees for subsequent Subscription Periods beyond those defined in this Appendix are subject to increase upon renewal.

SCHEDULE 4 LICENSED MATERIALS -- ONE-TIME PRODUCTS

The following One-Time Purchase products may be included at the option of individual Members.

If elected, the Licensed Materials will be defined in a Purchase Agreement as in Schedule 5: Subscriber License Agreement. No separate Subscriber License Agreement will be required.

Product

- ☐ BioOne Complete Archive
- ☐ BioOne eBooks: ESA eBook Collection
- ☐ BioOne eBooks: CSIRO Publishing BioSelect Collection

SCHEDULE 5 SUBSCRIBER LICENSE AGREEMENT

The following constitutes BioOne's standard Institutional Subscriber License Agreement. The terms and conditions herein shall apply to all Members in accordance with Section 2.2 of the Consortium License Agreement. It is understood that Consortium Members are not required to sign this License, but may do so at their option.

The following Appendices in the embedded Subscriber License Agreement are intentionally left blank, and the following clarifications are understood:

1. Appendix A: **Authorized Sites and Administrative Contact.** Schedule 2 specifies all Member Institutions and their Authorized Sites. Administrative Contacts for each Member Institution may be submitted under separate cover.
2. Appendix B: **Licensed Materials: Subscription Products.** Schedule 3 specifies Licensed Materials: Subscription Products.
3. Appendix C: **Licensed Materials: One-Time Products.** Schedule 4 specifies Licensed Materials: One-Time Purchase Products.
4. **Signatures** are intentionally left blank in the Subscriber License Agreement. Execution of this Consortium License Agreement by BioOne and the Consortium shall ensure that all terms and conditions included in the Subscriber License Agreement apply to all Members.

The following amendments to the standard Institutional Subscriber License Agreement have been agreed by the parties, and the revised language herein shall prevail:

Section 1.1. : Authorized Site: A single campus location, centrally administered by the Licensee. Authorized Sites are specified in Appendix A, and may change by mutual agreement of both parties.

Section 3.1.5 Fulfill requests from other libraries for a copy of an individual document being part of the Licensed Materials, a practice commonly called Interlibrary Loan. Licensee agrees to fulfill such requests in accordance with Sections 107 and 108 of the U.S. Copyright Act. Requests may be fulfilled using electronic, paper, or intermediated means

Section 5.2.6. Use reasonable efforts to comply with California and federal laws and regulations, including but not limited to the Americans with Disabilities Act, to the extent outlined in BioOne's then-current Voluntary Product Accessibility Template (VPAT). BioOne will make best commercial efforts to conform to the accessibility requirements of Web Content Accessibility Guidelines (WCAG) 2.1 at level AA . BioOne agrees to promptly respond to and resolve any complaint regarding accessibility of Licensed Materials.

Section 9.9 This License and all related matters shall be governed and construed in accordance with the laws of California, without giving effect to the conflict of law's provisions to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of California. Any dispute arising out of or in conjunction with this License shall be filed in the jurisdiction of the party against whom a claim is made.



INSTITUTIONAL SUBSCRIBER LICENSE AGREEMENT

THIS LICENSE IS AGREED the _____ day of _____ 20XX

BETWEEN

BioOne, a non-profit corporation with offices at 1025 Connecticut Ave NW, Suite 1200, Washington, DC, USA 20036 ("BioOne")

and

<INSTITUTION NAME>, BioOne Account No. XXXXXX, with offices at

_____("the Licensee").

WHEREAS both parties share the mutual goals of maximizing dissemination of scholarly information for the purposes of both education and research while ensuring the sustainability of scholarly communication, and agree to cooperate in good faith to achieve those goals

AND WHEREAS BioOne holds the rights granted under this License

AND WHEREAS the Licensee desires to use the rights, and BioOne desires to grant to the Licensee the license to use the rights for the Fee (as defined below), subject to the terms and conditions of this License.

IT IS AGREED AS FOLLOWS:

1. KEY DEFINITIONS

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

Authorized Site: See Schedule 5

Authorized Users: Current students, faculty, and staff of the Licensee, including those on a permanent, temporary, contract, or visiting basis, and walk-in patrons, who are permitted to access the Secure Network from within the Authorized Site(s). Authorized Users may also access the Licensed Materials remotely provided their access is via the Licensee's Secure Network or secure proxy server.

Commercial Use: Use for the purpose of monetary reward (whether by or for the Licensee or an Authorized User) by means of sale, resale, loan, transfer, hire, or other form of exploitation of the Licensed Materials. Neither recovery of direct costs by the Licensee from Authorized Users, nor use by the Licensee or by an Authorized User of the Licensed Materials in the course of research funded by a commercial organization, is deemed to be Commercial Use.

Course Packs: A collection or compilation of materials (e.g., book chapters, journal articles) assembled by staff members of the Licensee for use only by students enrolled in courses of instruction offered by the Licensee.

Electronic Reserve: Electronic copies of materials (e.g., book chapters, journal articles) stored on a Secure Network by the Licensee for use only by students enrolled in courses of instruction offered by the Licensee.

Fee: The fee(s) set out in Appendix B and Appendix C and in new Appendices to this License that may be agreed by the parties.

Licensed Materials: The electronic material as set out in [Appendix B: Licensed Materials -- Subscription Products](#) and [Appendix C: Licensed Materials -- One-Time Purchase Products](#), and in new Appendices to this License that may be agreed by the parties, as well as such ancillary materials that are owned or controlled by BioOne and produced specifically to complement, supplement, and support the said electronic material or any part of the same (e.g., datasets, images).

Platform: BioOne's official website (www.bioone.org) on which the Licensed Materials are hosted and may be accessed by Authorized Users.

Secure Network: An online network (whether a standalone network or a virtual network) that is only accessible to Authorized Users approved by the Licensee whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee.

Subscription Period: That period of time during which access to the Licensed Materials is provided to the Licensee, as specified in Appendix B.

Text and Data Mining: A machine process by which information may be derived by identifying patterns and trends within natural language through text categorization, statistical pattern recognition, concept or sentiment extraction, and the association of natural language with indexing terms.

Virtual Learning Environment: A software system designed to manage and support teaching and learning in education, including systems variously referred to as Course Management Systems, Learning Management Systems, Learning Support Systems, Managed Learning Environments, and similar names.

2. AGREEMENT

2.1 The preliminary recitals set forth above are expressly incorporated into this License by reference.

2.2 BioOne agrees to grant to the Licensee the non-exclusive and non-transferable right to give Authorized Users access to the Licensed Materials via a Secure Network for the purposes of research, teaching, education, and private study, subject to the terms and conditions of this License, and the Licensee agrees to pay the Fee.

2.3 Where the Licensed Materials include those in [Appendix B: Licensed Materials -- Subscription Products](#), this License will commence at the beginning of the Subscription Period for the Licensed Materials as set out in Appendix B or in new Appendices to this License that may be added subsequently, and will automatically terminate at the end of the Subscription Period, unless the parties have previously agreed to renew it. Licensees may have access to content published prior to the Subscription Period as long as a current subscription is maintained.

2.4 Where the Licensed Materials include those in [Appendix B: Licensed Materials -- Subscription Products](#), on termination of this License, BioOne will provide post-cancellation access for Authorized Users to that part of the Licensed Materials that was published and paid for within the Subscription Period as defined in Appendix B. Post-cancellation access will be provided from the Platform. However, as set forth in Section 5.3, Licensee will not have post-cancellation access to any materials that have for any reason been withdrawn from the Licensed Materials. Post-cancellation access shall be subject to the same terms, conditions, rights and obligations as apply to this License during the Subscription Period, which shall, as applicable, survive the termination of this

License. In the event of termination due to a breach of the License by the Licensee as provided in sections 8.1.1 and 8.1.3 of this License, post-cancellation access may be terminated at BioOne's option.

2.5 Where the Licensed Materials include those in Appendix C: Licensed Materials -- One-Time Purchase Products: At any time Licensee may purchase permanent access to the Licensed Materials as set forth in Appendix C. Such purchases shall be subject to payment of a one-time Fee; providing the Fee is paid in full, the term Licensed Materials shall be deemed to include materials as defined in Appendix C. Access shall be provided from the Platform. Upon purchase of such products, Licensee shall be subject to all the same terms, conditions, rights and obligations herein, which shall, as applicable, survive the termination of this License. In the event of termination due to a breach of the License by the Licensee as provided in sections 8.1.1 and 8.1.3 of this License, access to Licensed Materials may be terminated at BioOne's option. As set forth in Section 5.3, the purchase will not contain materials that have for any reason been withdrawn from the Licensed Materials.

3. USAGE RIGHTS

3.1 The Licensee, subject to section 4 below, may:

3.1.1 Make such temporary electronic copies by means of caching of all or part of the Licensed Materials as are necessary solely to ensure efficient use by Authorized Users, such copies to be deleted at the conclusion of the Subscription Period, and not for the purpose of making duplicate copies of the Licensed Materials available to Authorized Users.

3.1.2 Allow Authorized Users to have access to the Licensed Materials from the Platform via the Secure Network.

3.1.3 Provide Authorized Users with integrated access and integrated author, article title, abstract, and keyword index to the Licensed Materials and all other similar material licensed from other publishers.

3.1.4 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.

3.1.5 *See Schedule 5*

3.1.6 Incorporate parts of the Licensed Materials in Course Packs and Electronic Reserve collections and in Virtual Learning Environments for the use of Authorized Users in the course of instruction at the Licensee's institution, but not for Commercial Use. Each item will carry appropriate copyright notices, acknowledgement of the source, listing title and author of the extract, title and author of the work, and the publisher. Copies of such items shall be deleted by the Licensee when they are no longer used for such purpose.

3.1.7 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.

3.2 Authorized Users, subject to section 4 below, may:

3.2.1 Search, view, retrieve, and display the Licensed Materials from the Platform.

3.2.2 Print a copy or download and save individual articles or items of the Licensed Materials for personal use.

3.2.3 Use individual parts of the Licensed Materials within Course Packs, Electronic Reserves, and Virtual Learning Environments for Licensee's teaching, learning, or training purposes.

3.2.4 Use Text and Data Mining (TDM) technologies to derive information from the Licensed Materials.

3.2.5 Distribute a copy of individual articles or items of the Licensed Materials in print or electronic form to other Authorized Users or to other individual scholars collaborating with Authorized Users but only for the purposes of research and private study. For the avoidance of doubt, the distribution permitted under this sub-section will include the distribution of a copy for teaching purposes to each individual student Authorized User in a class at the Licensee's institution.

3.2.6 Download a copy of individual articles or items of the Licensed Materials and share the same with other Authorized Users or other individual scholars collaborating in a specific research project with such Authorized Users, provided that it is held and accessed with a network that is not accessible to any person not directly involved in such collaboration and provided that it is deleted from such network immediately upon completion of the collaboration.

3.3 Nothing in this License shall limit any rights which the Licensee or Authorized User may have under fair use principles under U.S. copyright law.

4. PROHIBITED USES

4.1 Neither the Licensee nor Authorized Users may:

4.1.1 Remove or alter the authors' names or copyright notices or other means of identification or disclaimers or metadata as they appear in the Licensed Materials.

4.1.2 Systematically make print or electronic copies of multiple extracts, or make multiple copies of any part of the Licensed Materials for any purpose other than expressly permitted by this License.

4.1.3 Prepare derivative works or download, mount, or distribute any part of the Licensed Materials on any web site, electronic system or network, other than the Secure Network, except where expressly permitted by this License under sections 3.2.5 and 3.2.6.

4.2 BioOne's explicit written permission must be obtained in order to:

4.2.1 Use all or any part of the Licensed Materials for any Commercial Use.

4.2.2 Systematically distribute any part of the Licensed Materials to anyone other than Authorized Users, other than as permitted in this License.

4.2.3 Publish, distribute, or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material, other than as permitted in this License.

4.2.4 Alter, abridge, adapt, or modify the Licensed Materials, except to the extent necessary to make them perceptible to Authorized Users or as otherwise permitted in this License. For the avoidance of doubt, no alteration of the words or their order is permitted.

5. BIOONE'S UNDERTAKINGS

5.1 BioOne warrants to the Licensee that the Licensed Materials used as contemplated by this License do not infringe the copyright or any other proprietary or intellectual property rights of any person. BioOne shall indemnify and hold the Licensee 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 claiming actual or alleged infringement of such rights, provided that Licensee notifies BioOne in writing of any such claim or action within ten (10) calendar days after Licensee first receives notice of any such claim or action, and further provided that BioOne shall have sole control over the defense of any such claim or action.

This indemnity shall survive the expiration or termination of this License for any reason. This indemnity shall not apply if the Licensee has amended or used the Licensed Materials in any way not permitted by this License.

5.2 BioOne shall:

5.2.1 Make the Licensed Materials available to the Licensee from the Platform, access to which is authenticated as specified in Appendix A. BioOne will notify the Licensee at least sixty (60) days in advance of any known, material change to the Licensed Materials, such as a title discontinuation.

5.2.2 Use reasonable efforts to make available the electronic version of each title in the Licensed Materials within sixty (60) days after publication.

5.2.3 Provide the Licensee, within thirty (30) days of the date of this License, with information sufficient to enable the Licensee to access the Licensed Materials.

5.2.4 Use reasonable efforts to ensure that the Platform has adequate capacity and bandwidth to support the usage of the Licensee at a level commensurate with the standards of availability for information services of similar scope operating online, as such standards evolve from time to time over the term of this License.

5.2.5 Use reasonable efforts to make the Licensed Materials available to the Licensee and to Authorized Users at all times and on a twenty-four hour basis, save for routine maintenance (which shall be notified to the Licensee in advance wherever possible), and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service.

5.2.6 *See Schedule 5*

5.3 BioOne 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, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable.

5.4 BioOne undertakes to provide secure digital preservation or make arrangements for a third party to provide the same via a preservation archive of the Licensed Materials, and to permit Authorized Users to access such an archive should a trigger event occur. Such events are defined by the third party hosting the preservation archive and include a prolonged inability for Authorized Users to access the Licensed Materials through the platform due to a significant outage or catastrophic event.

5.5 BioOne shall provide to the Licensee, or facilitate the collection of and provision to the Licensee of, usage data in form and format(s) conforming to the current standards established by COUNTER (Counting Online Usage of Networked Electronic Resources), such standards being subject to change from time to time over the term of this License. Such usage data will be compiled in a manner consistent with applicable privacy laws, and the anonymity of individual users and the confidentiality of their searches shall be fully protected.

5.6 BioOne will provide appropriate training materials to Licensee staff relating to the use of the Licensed Materials and Platform functionality, and may provide training upon request.

5.7 EXCEPT AS EXPRESSLY PROVIDED IN THIS LICENSE, BIOONE 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, MERCHANTABILITY, OR FITNESS OF USE FOR A PARTICULAR PURPOSE. THE LICENSED MATERIALS ARE SUPPLIED "AS IS."

5.8 EXCEPT AS PROVIDED IN SECTION 5.1, UNDER NO CIRCUMSTANCES SHALL BIOONE BE LIABLE TO THE LICENSEE OR ANY OTHER PERSON, INCLUDING BUT NOT LIMITED TO AUTHORIZED USERS, FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF

ANY CHARACTER ARISING OUT OF THE INABILITY TO USE, OR THE USE OF, THE LICENSED MATERIALS. IRRESPECTIVE OF THE CAUSE OR FORM OF ACTION. BIOONE'S AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF ANY BREACH OF THIS LICENSE SHALL IN NO CIRCUMSTANCES EXCEED THE FEE PAID BY THE LICENSEE TO BIOONE UNDER THIS LICENSE IN RESPECT OF THE SUBSCRIPTION PERIOD 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. REGARDLESS OF THE CAUSE OR FORM OF ACTION, THE LICENSEE MAY BRING NO ACTION ARISING FROM THIS LICENSE MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ARISES.

6. LICENSEE'S UNDERTAKINGS

6.1 The Licensee shall:

6.1.1 Use reasonable efforts to ensure that all Authorized Users are aware of the importance of respecting the intellectual property rights in the Licensed Materials and of the terms and conditions of this License, and use reasonable efforts to notify Authorized Users of the terms and conditions of this License and take steps to protect the Licensed Materials from unauthorized use or other breach of this License.

6.1.2 Use reasonable efforts to monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform BioOne and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence.

6.1.3 Provide BioOne, within thirty (30) days of the date of this License, with information sufficient to enable BioOne to provide access to the Licensed Materials in accordance with its obligation under section 5.2.3. Should the Licensee make any significant change to such information, it will notify BioOne not less than ten (10) days before the change takes effect.

6.1.4 Keep full and up-to-date records of all IP addresses and provide BioOne with details of such additions, deletions, or other alterations to such records as are necessary to enable BioOne to provide Authorized Users with access to the Licensed Materials as contemplated by this License.

6.2 NOTHING IN THIS LICENSE SHALL MAKE LICENSEE LIABLE FOR BREACH OF THE TERMS OF THE LICENSE BY ANY AUTHORIZED USER PROVIDED THAT THE LICENSEE DID NOT KNOWINGLY CAUSE, ASSIST, OR CONDONE THE CONTINUATION OF SUCH BREACH AFTER BECOMING AWARE OF AN ACTUAL BREACH HAVING OCCURRED.

6.3 The Licensee shall, in consideration for the rights granted under this License, pay the Fee within thirty (30) days of receipt of invoice. For the exclusion 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.

7. UNDERTAKINGS BY BOTH PARTIES

7.1 Each party shall use its best efforts to safeguard the intellectual property and proprietary rights of the other party.

8. TERM AND TERMINATION

8.1 In addition to termination at the end of the Subscription Period (unless renewed) under section 2.3, this License shall be terminated:

8.1.1 If the Licensee defaults in making payment of the Fee as provided in this License and fails to remedy such default within thirty (30) days of notification in writing by BioOne.

8.1.2 If BioOne commits a material or persistent breach of any term of this License and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by the Licensee.

8.1.3 If the Licensee commits a willful, material, or persistent breach of BioOne's copyright or any other intellectual property rights or of the provisions of section 3 in respect of usage or section 4 in respect of prohibited uses.

8.1.4 If either party becomes insolvent or becomes subject to receivership, liquidation, or similar external administration.

8.2 On termination of this License all rights and obligations of both parties automatically terminate except for obligations in respect of Licensed Materials to which access continues to be permitted as provided in section 2.4 or section 2.5 and except for any other provision that by its terms contemplates survival.

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...

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

FOR BIOONE

Signature: _____

Name: [REDACTED]

Position/Title: Senior Director of Business and Community

Development

Date: _____

FOR THE LICENSEE

Signature: _____

Name: _____

Position/Title: _____

Date: _____

APPENDIX A
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Authentication Details: _____

(Add multiple Authorized Sites and Authentication Details as required.)

ADMINISTRATIVE CONTACT

Contact Name: _____

Title: _____

Telephone: _____

Email: _____

OFFICIAL NOTICE CONTACTS (Section 9.5)

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Organization: _____
Contact Name: _____
Title: _____
Address: _____

Telephone: _____
Email: _____

If to BioOne:

Organization: BioOne
Contact Name: [REDACTED]
Title: Senior Director, Business and Community Development
Address: 1025 Connecticut Ave NW
Suite 1200 Washington DC
20036 USA
Telephone: [REDACTED]
Email: [REDACTED]
[REDACTED]

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**APPENDIX B
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Product	List Price	Subscriber Fee	Subscription Period
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____ BioOne Complete

USD _____

USD _____

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