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² <http://www.niso.org/workrooms/kbart>

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⁴ <http://www.w3.org/WAI/guid-tech.html>

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This Agreement shall be interpreted and construed according to, and governed by, the laws of California, excluding any such laws that might direct the application of the laws of another jurisdiction.

XVIII. DISPUTE RESOLUTION & VENUE

In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise good faith efforts to resolve the dispute as soon as possible. In the event that the parties cannot, by exercise of their good faith efforts, resolve the dispute, they shall submit the dispute to informal mediation, as further described below in this paragraph. The parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute. The party invoking mediation shall give to the other party written notice of its decision to seek informal mediation, and the notice must include a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within five (5) working days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute.

If the dispute is not resolved within thirty (30) calendar days of the meeting among the parties' executives, either party may pursue a legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in Alameda County, California (or, if applicable, the federal court located in the Northern District of California). Licensor agrees to submit to the personal jurisdiction of the state courts in the State of California (or, if applicable, the federal courts in California) with respect to any legal proceedings that may arise in connection with this Agreement or from a dispute as to the interpretation or breach of this Agreement. During such court action, the parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute.

XIX. FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, labor strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.

XX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. For the avoidance of doubt, online terms and conditions as defined in Section VII shall not modify the terms of

this Agreement.

XXI. AMENDMENT

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

XXII. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

XXIII. WAIVER OF CONTRACTUAL RIGHT


Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

XXIV. NOTICES

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile or electronic mail, confirmation copies must be sent by mail or by hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party. Any legal notices or other legal documents provided to either party as described in this Agreement shall constitute valid legal service, and Licensor expressly waives any further service of process requirements provided under the Hague Service Convention or similar service of process standards or agreements.


If to Licensor:

S. Karger AG




If to Licensee:

Licensing contact:



Assistant Director for Systemwide Licensing
California Digital Library

University of California, Office of the President



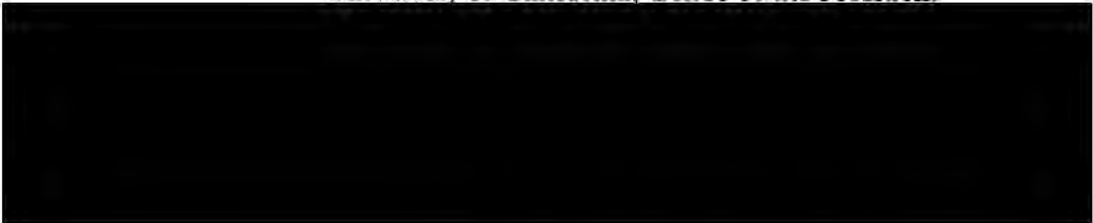
Invoicing contact: 

CDL Acquisitions Coordinator
University of California
Geisel Library



Technical contact: CDL Support

California Digital Library
University of California, Office of the President



XXV. SHARED PRINT ARCHIVE

At Licensee's request, Licensor will provide to Licensee a single print archival copy of the titles selected from the Licensed Materials, on a mutually agreed upon schedule, shipped to a single ship-to address of Licensee or third party agent, at no additional cost. This term does not apply if Licensor ceases to produce paper editions of such titles.

XXVI. EXECUTION


The parties agree that scanned and/or electronically signed versions of this originally executed Agreement are acceptable in lieu of printed signed copies and are to be given full force and effect under law.

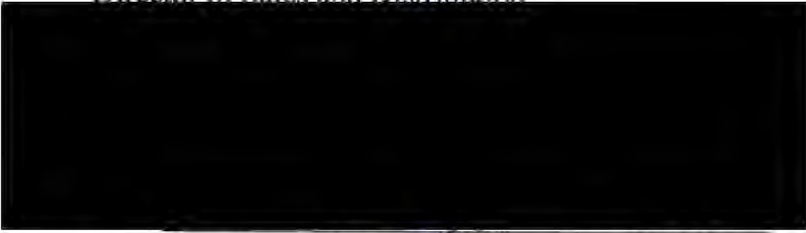
IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

LICENSOR:



Signature of Authorized Signatory of Publisher

DATE: 11/13/18



Director of Sales and Distribution


Signature of Authorized Signatory of Publisher


DATE: 11/13/18


Head of Customer Service

LICENSEE:


Signature of Authorized Signatory of
Licensee

DATE: 11/9/2018


Associate Executive Director
Director, Collection Development and Management Program
California Digital Library
Office of the President
University of California

APPENDIX A: BUSINESS TERMS

Terms of Contract: 2019-2021

Licensed Materials: eJournals and eBooks (See Appendix D for the title list.)

Fees:

	2019	2020	2021	3-Year Total
Journals license fee				
Annual increases				
Ebooks license fee				
Total				

Notes on Fees:

- [REDACTED] reduction in the base cost of the 2019 journals
- No fee for the 2019 eBook Collection. Licensee is entitled to all eBooks included in the 2018 & 2019 eBook Collections for no additional cost.
- Licensors will inform the Licensee of the eBooks 2020 status by 9/30/2019 and 2021 status by 9/30/2020.

Access Conditions: Unlimited simultaneous user systemwide perpetual access

Authentication: IP authentication (See Appendix C for IP addresses)

Open Access (OA) Offsetting: Licensors agree to phase in an open access business model during the term of the license once agreement on parameters of such a model is reached and infrastructure allows for implementation.

Discounts on Article Processing Charges (APC) and Other Publication Fees:

- Corresponding authors who are affiliated to the institutions listed under Appendix B are granted a [REDACTED] discount on the APC for Karger Open Access journals, Author's Choice publication fee for Karger hybrid journals, and any other Karger publication fees.
- Licensors, in its acceptance workflow, shall make authors aware that there may be publication fee discounts available, and provide a mechanism by which corresponding authors can indicate their institutional affiliation to claim the discount.

List of Article Processing Charges (APCs) 2019-2021 for Karger Open Access Journals (before discount)

Title	eISSN	APC (CHF)	APC (EURO)	APC (USD)
Biomedicine Hub	2296-6870			
Case Reports in Acute Medicine (2018)	2504-5288			
Case Reports in Clinical Nutrition	2571-662X			
Case Reports in Dermatology	1662-6567			
Case Reports in Gastroenterology	1662-0631			
Case Reports in Nephrology and Dialysis	2296-9705			
Case Reports in Neurology	1662-680X			
Case Reports in Oncology	1662-6575			
Case Reports in Ophthalmology	1663-2699			
Case Reports in Orthopedic Research	2296-9373			
Cellular Physiology and Biochemistry	1421-9778			
Cerebrovascular Diseases Extra	1664-5456			
Current Urology	1661-7657			
Dementia and Geriatric Cognitive Disorders Extra	1664-5464			
Dermatopathology	2296-3529			
Digital Biomarkers	2504-110X			
Dubai Medical Journal	2571-726X			
GE - Portuguese Journal of Gastroenterology	2387-1954			
International Journal of Diabetes and Metabolism	2073-5944			
Journal of Innate Immunity	1662-8128			
Kidney and Blood Pressure Research	1423-0143			
Medical Cannabis and Cannabinoids	2504-3889			
Medical Principles and Practice	1423-0151			
Neurosignals	1424-8638			
Obesity Facts	1662-4033			
Portuguese Journal of Public Health	2504-3145			

* Per printed page

List of Author's Choice Fees 2019-2021 for Karger Hybrid Journals (before discount)

Title	eISSN	Author's Choice Fee (CHF except where otherwise noted)
Acta Cytologica	1938-2650	
Acta Haematologica	1421-9662	
American Journal of Nephrology	1421-9670	
Annals of Nutrition and Metabolism	1421-9697	
Audiology and Neurotology	1421-9700	
Blood Purification	1421-9735	
Brain, Behavior and Evolution	1421-9743	
Breast Care	1661-3805	
Cardiology	1421-9751	
Cardiorenal Medicine	1664-5502	
Caries Research	1421-976X	
Cells Tissues Organs	1422-6421	
Cerebrovascular Diseases	1421-9786	
Chemotherapy	1421-9794	
Complementary Medicine Research	2504-2106	
Cytogenetic and Genome Research	1424-859X	
Dementia and Geriatric Cognitive Disorders	1421-9824	
Dermatology	1421-9832	
Developmental Neuroscience	1421-9859	
Digestion	1421-9867	
Digestive Diseases	1421-9875	
Digestive Surgery	1421-9883	
European Addiction Research	1421-9891	
European Neurology	1421-9913	
European Surgical Research	1421-9921	
European Thyroid Journal	2235-0802	
Fetal Diagnosis and Therapy	1421-9964	
Folia Phoniatica et Logopaedica	1421-9972	
Folia Primatologica	1421-9980	
Gastrointestinal Tumors	2296-3766	
Gerontology	1423-0003	
Gynecologic and Obstetric Investigation	1423-002X	
Hormone Research in Paediatrics	1663-2826	
Human Development	1423-0054	
Human Heredity	1423-0062	
Inflammatory Intestinal Diseases	2296-9365	

International Archives of Allergy and Immunology	1423-0097
Interventional Neurology	1664-5545
Intervirology	1423-0100
Journal of Molecular Microbiology and Biotechnology	1660-2412
Journal of Vascular Research	1423-0135
Kidney Diseases	2296-9357
Lifestyle Genomics	2504-3188
Liver Cancer	1664-5553
Molecular Neuropsychiatry	2296-9179
Molecular Syndromology	1661-8777
Neonatology	1661-7819
Nephron	2235-3186
Neurodegenerative Diseases	1660-2862
Neuroendocrinology	1423-0194
Neuroepidemiology	1423-0208
Neuroimmunomodulation	1423-0216
Neuropsychobiology	1423-0224
Ocular Oncology and Pathology	2296-4657
Oncology	1423-0232
Oncology Research and Treatment	2296-5262
Ophthalmic Research	1423-0259
Ophthalmologica	1423-0267
ORL	1423-0275
Pathobiology	1423-0291
Pediatric Neurosurgery	1423-0305
Pharmacology	1423-0313
Phonetica	1423-0321
Psychopathology	1423-033X
Psychotherapy and Psychosomatics	1423-0348
Public Health Genomics	1662-8063
Pulse	2235-8668
Respiration	1423-0356
Sexual Development	1661-5433
Skin Appendage Disorders	2296-9160
Skin Pharmacology and Physiology	1660-5535
Stereotactic and Functional Neurosurgery	1423-0372
Transfusion Medicine and Hemotherapy	1660-3818
Urologia Internationalis	1423-0399
Verhaltenstherapie	1423-0402
Visceral Medicine	2297-475X

APPENDIX B: AUTHORIZED SITES

University of California, Berkeley (including Lawrence Berkeley Lab)

University of California, Davis

University of California, Irvine

University of California, Los Angeles

University of California, Merced

University of California, Riverside

University of California, San Diego

University of California, San Francisco

University of California, Santa Barbara

University of California, Santa Cruz

University of California Office of the President



APPENDIX C: IP ADDRESSES

Berkeley (UCB)	
Range Start	Range End



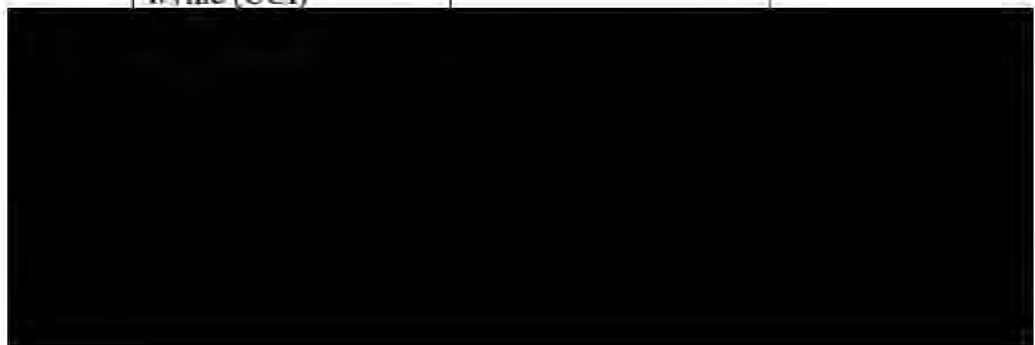
Lawrence Berkeley National Laboratory (LBL)	
Range Start	Range End



Davis (UCD)	
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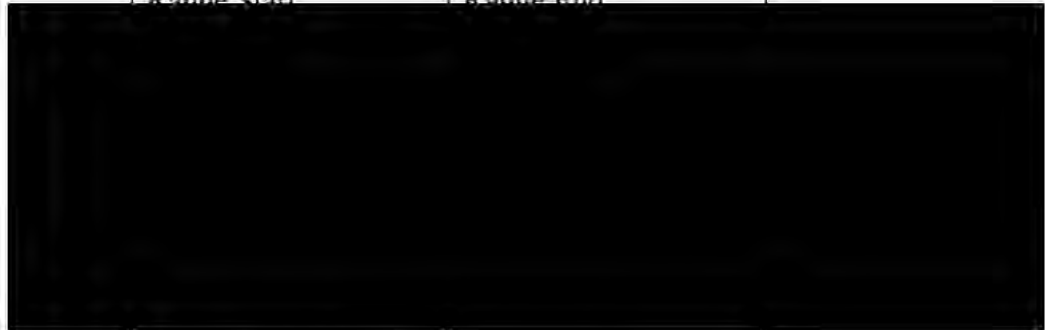


Irvine (UCI)	
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Los Angeles (UCLA)	
Range Start	Range End



Merced (UCM)	
Range Start	Range End



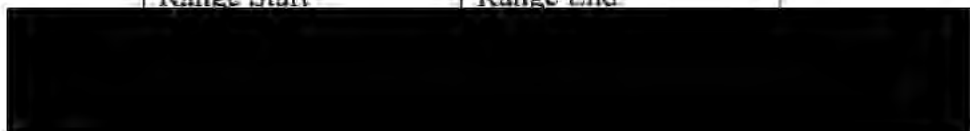
Office of the President (UCOP)	
Range Start	Range End

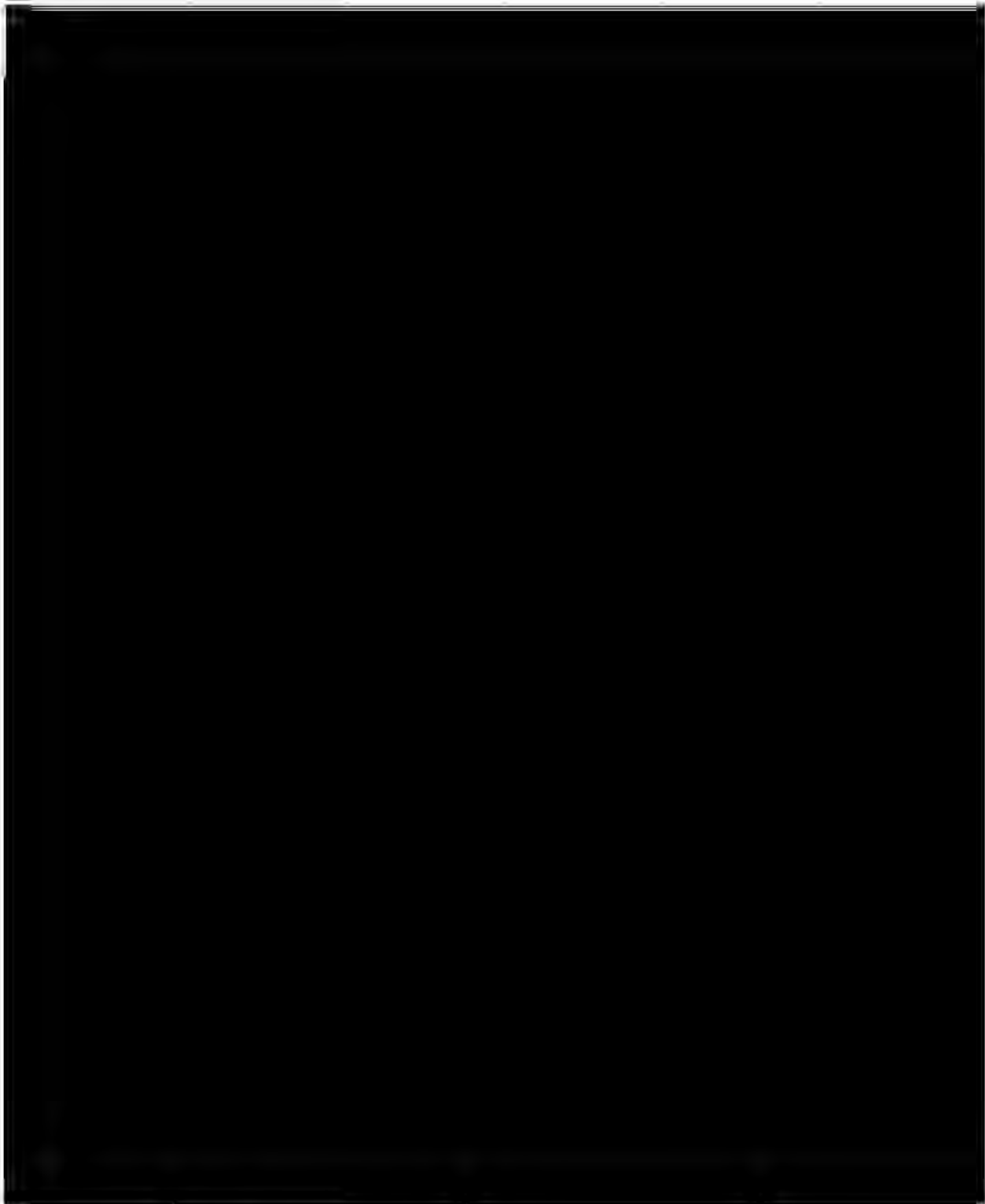


Riverside (UCR)	
Range Start	Range End



San Diego (UCSD)	
Range Start	Range End





San Francisco (UCSF)	
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Santa Barbara (UCSB)	
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[Redacted]

Santa Cruz (UCSC)

Range Start

Range End

[Redacted]

APPENDIX D: TITLE LIST

eJournals

	Journal title	e-ISSN	Issues per year
1	Acta Cytologica	1938-2650	6
2	Acta Haematologica	1421-9662	8
3	American Journal of Nephrology	1421-9670	12
4	Annals of Neurosciences	0976-3260	4
5	Annals of Nutrition and Metabolism	1421-9697	8
6	Audiology and Neurotology	1421-9700	6
7	Blood Purification - Extended Contents	1421-9735	8
8	Brain, Behavior and Evolution	1421-9743	8
9	Breast Care	1661-3805	6
10	Cardiology	1421-9751	12
11	Cardiorenal Medicine - Extended Contents	1664-5502	6
12	Caries Research - Extended Contents	1421-976X	6
13	Cells Tissues Organs	1422-6421	8
14	Cerebrovascular Diseases	1421-9786	12
15	Chemotherapy	1421-9794	6
16	Complementary Medicine Research	2504-2106	6
17	Cytogenetic and Genome Research	1424-859X	12
18	Dementia and Geriatric Cognitive Disorders	1421-9824	12
19	Dermatology	1421-9832	6
20	Developmental Neuroscience	1421-9859	6
21	Digestion	1421-9867	8
22	Digestive Diseases	1421-9875	6
23	Digestive Surgery	1421-9883	6
24	European Addiction Research	1421-9891	6
25	European Neurology	1421-9913	12
26	European Surgical Research	1421-9921	6
27	European Thyroid Journal	2235-0802	6
28	Fetal Diagnosis and Therapy - Extended Contents	1421-9964	12
29	Folia Phoniatica et Logopaedica - Extended Contents	1421-9972	6
30	Folia Primatologica - Extended Contents	1421-9980	6

31	Gastrointestinal Tumors	2296-3766	4
32	Gerontology	1423-0003	6
33	Gynecologic and Obstetric Investigation	1423-002X	6
34	Hormone Research in Paediatrics	1663-2826	12
35	Human Development - Extended Contents	1423-0054	8
36	Human Heredity	1423-0062	6
37	Inflammatory Intestinal Diseases	2296-9365	4
38	International Archives of Allergy and Immunology	1423-0097	12
39	Interventional Neurology - Extended Contents	1664-5545	6
40	Intervirolgy	1423-0100	6
41	Journal of Molecular Microbiology and Biotechnology	1660-2412	6
42	Journal of Vascular Research	1423-0135	6
43	Karger Kompass Dermatologie	2296-536X	4
44	Karger Kompass Onkologie	2296-5386	4
45	Karger Kompass Ophthalmologie	2297-0045	4
46	Karger Kompass Pneumologie	2296-0317	6
47	Kidney Diseases	2296-9357	4
48	Lifestyle Genomics	2504-3188	6
49	Liver Cancer - Extended Contents	1664-5553	6
50	Molecular Neuropsychiatry	2296-9179	4
51	Molecular Syndromology	1661-8777	6
52	Neonatology	1661-7819	8
53	Nephron	2235-3186	12
54	Neurodegenerative Diseases	1660-2862	6
55	Neuroendocrinology	1423-0194	8
56	Neuroepidemiology	1423-0208	8
57	Neuroimmunomodulation	1423-0216	6
58	Neuropsychobiology - Biennial Volume 2018/2019	1423-0224	8
59	Ocular Oncology and Pathology - Extended Contents	2296-4657	6
60	Oncology	1423-0232	12
61	Oncology Research and Treatment	2296-5262	10
62	Ophthalmic Research	1423-0259	8
63	Ophthalmologica	1423-0267	8
64	ORL	1423-0275	6
65	Pathobiology	1423-0291	6
66	Pediatric Neurosurgery	1423-0305	6

67	Pharmacology	1423-0313	12
68	Phonetica - Extended Contents	1423-0321	6
69	Psychopathology	1423-033X	6
70	Psychotherapy and Psychosomatics	1423-0348	6
71	Public Health Genomics	1662-8063	6
72	Pulse	2235-8668	4
73	Respiration - Extended Contents	1423-0356	12
74	Sexual Development	1661-5433	6
75	Skin Appendage Disorders - Extended Contents	2296-9160	6
76	Skin Pharmacology and Physiology	1660-5535	6
77	Stereotactic and Functional Neurosurgery	1423-0372	6
78	Transfusion Medicine and Hemotherapy	1660-3818	6
79	Urologia Internationalis	1423-0399	8
80	Verhaltenstherapie	1423-0402	4
81	Visceral Medicine	2297-475X	6



eBooks 2018/2019 Collection (status as of 9/21/2018)

e-ISBN	Availability	Title
978-3-318-06356-1	available	Imaging Techniques
978-3-318-06350-9	available	Recent Advances in the Pathogenesis and Treatment of Kidney Diseases
978-3-318-06143-7	available	Transition of Care
978-3-318-06298-4	available	Recent Advances in Dialysis Therapy in Japan
978-3-318-06385-1	available	pH of the Skin: Issues and Challenges
978-3-318-06369-1	available	Caries Excavation: Evolution of Treating Cavitated Carious Lesions
978-3-318-06352-3	available	Recent Research in Nutrition and Growth
978-3-318-06302-8	available	Gastrix
978-3-318-06380-6	available	Peritoneal Dialysis Manual
978-3-318-06409-4	Q4 2018	Parathyroid Disorders
978-3-318-06389-9	Q1 2019	Hypopharyngeal Cancer
978-3-318-06394-3	Q4 2018	Neurological Disorders in Famous Artists - Part 4
978-3-318-06371-4	Q3 2018	Vestibular Disorders
not yet available	Q4 2018	Hyponatremia: Disorders of Fluid and Electrolyte Metabolism
not yet available	Q4 2018	Human Milk: Composition, Clinical Benefits and Future Opportunities
not yet available	Q1 2019	Nurturing a Healthy Generation of Children: Research Gapps and Opportunities