

## Multi-Site License Agreement

**Springer Science+Business Media, Inc.**  
and  
**The Regents of the University of California**

This License Agreement (this "Agreement") is made effective as of *January 1, 2005* (the "Effective Date") between **Springer Science+Business Media, Inc., 233 Spring Street, New York, New York 10013-1578, USA ("Licensor")** and **The Regents of the University of California**, a non-profit academic institution, with its principal offices at **The California Digital Library, University of California Office of the President, 415 20<sup>th</sup> Street, 4<sup>th</sup> floor, Oakland, CA 94612, USA ("Licensee")**.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **I. CONTENT OF LICENSED MATERIALS; GRANT OF LICENSE**

The materials that are the subject of this Agreement shall consist of electronic information published by Springer (hereinafter referred to as the "Licensed Materials") as set forth in Attachment 3.1.

Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.

Licensor hereby grants to Licensee non-exclusive, worldwide, non-transferable, perpetual license to use of the Licensed Materials and to provide the Licensed Materials to Authorized Users in accordance with this Agreement.

### **II. DELIVERY/ACCESS OF LICENSED MATERIALS TO LICENSEE**

Licensor will provide the Licensed Materials to the Licensee in the following manner:

Network Access. The Licensed Materials will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized locations of Licensee.



### **III. FEES**

Licensee shall make payment to Licensor for use of the Licensed Materials as follows:

All fees are due and payable by Licensee thirty (30) days after the date of License Agreement or its annual renewal and receipt of invoice from Licensor.

### **IV. AUTHORIZED USE OF LICENSED MATERIALS**

**Authorized Users.** "Authorized Users" are:

Persons Affiliated with the University of California. Full and part time employees (including faculty, staff, and independent contractors) and students of Licensee and the institution of which it is a part, regardless of the physical location of such persons. For campus locations see Appendix B.

Walk-ins. Patrons not affiliated with Licensee who are physically present at Licensee's site(s) ("walk-ins").

**Access by and Authentication of Authorized Users.** Licensee and its Authorized Users shall be granted access to the Licensed Materials pursuant to the following:

**IP Addresses.** Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by Licensee to Licensor. The use of proxy servers is permitted as long as any proxy server IP addresses provided limit remote or off-campus access to Authorized Users.

**Authorized Uses.** Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international copyright laws. In addition, the Licensed Materials may be used for purposes of research, education or other non-commercial use as follows:

Display. Licensee and Authorized Users shall have the right to electronically display the Licensed Materials.

Digitally Copy. Licensee and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials.

Print Copy. Licensee and Authorized Users may print a reasonable portion of the Licensed Materials.

Recover Copying Costs. Licensee may charge a reasonable fee to cover costs of copying or printing portions of Licensed Materials for Authorized Users.

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Archival/Backup Copy. Upon request of Licensee, Licensee may receive from Licensor and/or create one (1) copy of the entire set of Licensed Materials to be maintained as a backup or archival copy during the term of this Agreement, or as required to exercise Licensee's rights under section XII, 'Perpetual License and Archival Rights', of this Agreement.

Caching. Licensee and Authorized Users may make local digital copies of the Licensed materials in order to ensure efficient use by Authorized Users by appropriate browser or other software.

Collections of Information. Licensee and Authorized Users shall be permitted to extract or use information contained in the Licensed Materials for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.

Course Packs. Licensee and Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of Course Packs or other educational materials.

Course Reserves (Print and Electronic). Licensee and Authorized Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by the University of California.

Electronic Links. The University of California is committed to the use of the emerging OpenURL standard to allow linking to related materials in other locations. If Licensor does not use the OpenURL standard, Licensor staff will provide information to Licensee upon request to assist the Licensee in creating links directly from UC's library catalogs and licensed resources to the content at the journal, issue and article levels.

Scholarly Sharing. Authorized Users may transmit to a third party in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for resale or commercial purposes.

Interlibrary Loan. Licensee may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan. Licensee agrees to fulfill such requests in compliance with Section 108 of the United States Copyright Law (17 USC §108, "Limitations on exclusive rights: Reproduction by libraries and archives") and the Guidelines for the Proviso of Subsection 108(2g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works. Articles can be printed and these print copies can be delivered via postal mail, fax, or fax-based service to fulfill ILL requests from an academic, research, or other non-commercial library. Requests received from for-profit companies or directly from individuals may not be honored. Fulfillment of Loansome Doc® service requests is permitted. ILL through secure electronic transmission, as demonstrated by the ARIEL and Prospero systems, is permitted. Files transmitted in this manner must carry copyright notices.

### **Amount of Authorized Use.**

Unlimited Access. Subject to the terms of this Agreement, Licensee and its Authorized Users shall have unlimited access to the Licensed Materials.

### **V. SPECIFIC RESTRICTIONS ON USE OF LICENSED MATERIALS**

Unauthorized Use. Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.

Modification of Licensed Materials. Licensee shall not modify, manipulate, or create a derivative work of the Licensed Materials without the prior written permission of Licensor.

Removal of Copyright Notice. Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

Commercial Purposes. Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials, fee-for-service use of the Licensed Materials, or bulk reproduction or distribution of the Licensed Materials in any form; nor may Licensee impose special charges on Authorized Users for use of the Licensed Materials beyond reasonable printing or administrative costs.

### **VI. MUTUAL PERFORMANCE OBLIGATIONS**

User Surveys. Licensee and Licensor shall cooperate on the preparation and provision of user surveys to solicit feedback on the Licensed Materials from Authorized Users.

Confidentiality of User Data. Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

Implementation of Developing Security Protocols. Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

### **VII. LICENSOR PERFORMANCE OBLIGATIONS**

Availability of Licensed Materials. Upon the Effective Date of this Agreement, Licensor shall make the Licensed Materials available to Licensee and Authorized Users.

Documentation. Licensor will provide and maintain help files and other appropriate user documentation.



**Training and Support.** Licensor will offer installation support, including assisting with the implementation of any Licensor software. Licensor will provide appropriate training to Licensee staff relating to the use of the Licensed Materials and any Licensor software. Licensor will offer reasonable levels of continuing support to assist Licensee and Authorized Users in use of the Licensed Materials. Licensor will make its personnel available by email, phone or fax during regular business hours, Monday through Friday for feedback, problem-solving, or general questions.

**Quality of Service.** Licensor shall use reasonable efforts to ensure that the Licensor's server or servers have sufficient capacity and rate of connectivity to provide the Licensee and its Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the Licensee's locale.

Licensor shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of additional Licensed Materials as they become available, and downtime related to the failure of equipment or services outside the control of Licensor, including but not limited to public or private telecommunications services or internet nodes or facilities. Scheduled down-time will be performed at a time to minimize inconvenience to Licensee and its Authorized Users.

If the Licensed Materials fail to operate in conformance with the terms of this Agreement, Licensee shall immediately notify Licensor, and Licensor shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. In the event that Licensor fails to repair the nonconformity in a reasonable time, Licensor shall reimburse Licensee in an amount that the nonconformity is proportional to the total Fees owed by Licensee under this Agreement.

**Notification of Modifications of Licensed Materials.** Licensee understands that from time to time the Licensed Materials may be added to, modified, or deleted from by Licensor and/or that portions of the Licensed Materials may migrate to other formats. Licensor shall give a ninety (90) day notice of any such changes to Licensee. Failure by Licensor to provide such notice shall be grounds for immediate termination of the Agreement by Licensee.

**Completeness of Content.** Where applicable, Licensor shall use reasonable efforts to ensure that the online content is at least equivalent to print versions of the Licensed Materials, represents complete, faithful and timely replications of the print versions of such Materials, and will cooperate with Licensee to identify and correct errors or omissions.

**Continued Training.** Licensor will provide regular system and project updates to Licensee as they become available. Licensor will provide additional training to Licensee staff made necessary by any updates or modifications to the Licensed Materials or any Licensor software.





Notice of Terms of "Click-Through" License Terms. In the event that Licensor requires Authorized Users to agree to terms relating to the use of the Licensed Materials before permitting Authorized Users to gain access to the Licensed Materials (commonly referred to as "click-through" licenses), Licensor shall provide Licensee with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall the terms of such "click-through" licenses materially differ from the provisions of this Agreement. In the event of any conflict between the terms of such "click-through" licenses and this Agreement, the terms of this Agreement shall prevail.

Compliance with Americans with Disabilities Act. Licensor shall make reasonable efforts to comply with the Americans with Disabilities Act (ADA).

### **VIII. LICENSEE PERFORMANCE OBLIGATIONS**

Provision of Notice of License Terms to Authorized Users. Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.

Provision of Notice of Intellectual Property Right to Authorized Users. Licensee shall make reasonable efforts to provide Authorized Users with notice of any applicable Intellectual Property or other rights applicable to the Licensed Materials. Licensee shall make reasonable efforts to prevent the infringement of any Intellectual Property or other rights of the Licensor in the Licensed Materials. Licensee shall promptly notify Licensor of any infringement that comes to Licensee's attention, and take appropriate steps to avoid its recurrence.

Protection from Unauthorized Use. Licensee shall use reasonable efforts to protect the Licensed Materials from any use that is not permitted under this Agreement. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (a) Licensor may terminate such Authorized User's access to the Licensed Materials, (b) Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (c) Licensee shall terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without first providing a sixty (60) day notice to Licensee and cooperation with the Licensee to avoid recurrence of any unauthorized use.

Maintaining Confidentiality of Access Passwords. Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party.

## **IX. TERM**

This Agreement shall continue in effect for three (3) years commencing on the Effective Date.

## **X. RENEWAL**

This agreement shall be renewable at the end of the current term for a successive one (1) year term unless either party gives written notice of its intention not to renew thirty (30) days before expiration of the current term.

## **XI. EARLY TERMINATION**

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) 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 sixty (60) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause online access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Authorized copies of Licensed Materials may be retained by Licensee or Authorized Users and used subject to the terms of this Agreement.

In the event of early termination permitted by this Agreement, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

## **XII. PERPETUAL LICENSE AND ARCHIVAL RIGHTS**

**Perpetual License.** Notwithstanding anything else in this Agreement, Licensor hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use any Licensed Materials that were accessible during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which Licensee shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement. Licensee will continue to have full online access to materials licensed in previous years but lost due to cessation, sale, or substitution by Licensee, providing that Licensor retains the right to distribute content. Licensor will make reasonable efforts to retain a non-exclusive copy of the volumes published by Springer and make them available to Licensee.





**Archival Rights** Springer recognizes the right of Licensee to own and possess in perpetuity the Licensed Materials as described in this Agreement and listed in Attachment 3.1. Further, Springer makes provision for Licensee to self-archive the Non-subscribed Materials listed in Attachment 3.2. These rights and the methods by which they may be exercised are described below (hereinafter referred to as "Archival Rights").

Licensee may make one (1) electronic copy of all the Licensed Materials, as well as one (1) copy in print, from the electronic versions of the Licensed Materials to be maintained as a backup or for archival purposes. Use of LOCKSS technology<sup>1</sup> for backup and archival purposes is permitted. This local archiving right is permitted for both the Subscribed Materials listed in Attachment 3.1 and the Non-subscribed Materials listed in Attachment 3.2.

In the event of cancellation of selected portions of the Licensed Materials by Licensee, the previously subscribed content may be made available to their Authorized Users under the same terms and conditions set forth in Section 2. Springer agrees to provide continuing access to previously subscribed content for as long as Springer retains rights to do so and the Licensee remains a Party to this Agreement (i.e. the Licensee retains subscribed access to some portion of the Licensed Materials under the terms of this Agreement).

In the event that Licensee terminates this Agreement and thereby discontinues paid access to Springer Published Content, Springer shall provide continuing access to Licensee and its Authorized Users to that portion of the Subscribed Licensed Materials which was published within the subscription year(s) for four (4) additional years, with continuing access in subsequent years to be arranged according to the following options available to Licensee: 1) Licensee may elect to receive an archival digital copy on a mutually agreed-upon digital storage medium for a nominal service plus handling fee, and/or 2) Licensee may elect to pay a negotiated fee per title per year for ongoing online access to the Licensed Materials. The foregoing shall be provided as long as Licensee continues to observe its obligations with respect to security and restriction on usage set forth in this Agreement and as provided under applicable law.

Springer will not provide full text files or media for the Non-subscribed Materials listed in Attachment 3.2, though the Licensee may elect to pay a negotiated maintenance fee per title per year for online access to the previously accessible years of such Non-subscribed Materials from Springer.

In the event that there cease to be rights holders for the Licensed Materials, Springer has provided for ongoing public access to the content through agreements with a selection of libraries situated throughout the world.

### **XIII. WARRANTIES**

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by

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<sup>1</sup> Described at <http://lockss.stanford.edu/>





Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party.

Licensor warrants that the physical medium, if any, on which the Licensed Materials is provided to Licensee will be free from defects for a period of ninety (90) days from delivery.

#### **XIV. LIMITATIONS ON WARRANTIES**

Notwithstanding anything else in this Agreement:

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials.

Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

#### **XV. INDEMNITIES**

The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims.

The indemnifying party shall have the right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request and have the right to participate in the defense at its own expense.





## **XVI. ASSIGNMENT AND TRANSFER**

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

## **XVII. GOVERNING LAW**

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. The federal or state courts located in California shall have jurisdiction to hear any dispute under this Agreement.

## **XVIII. DISPUTE RESOLUTION**

In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

Mediation. In the event that the parties can not by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including 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 after such meeting, the dispute shall be submitted to binding arbitration in accordance with the Arbitration provision of this Agreement.

Arbitration. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than sixty (60) days after the notice of arbitration is served.

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The arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

#### **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, 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.

#### **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**

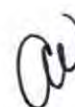
If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

#### **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,



confirmation copies must be sent by U.S. Mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

**If to Licensor:**

[Text deleted] Vice-President, Library Sales  
Springer Science+Business Media, Inc.  
233 Spring Street  
New York, NY 10013-1578  
USA

**If to Licensee:**

University of California Office of the President  
California Digital Library  
415 20<sup>th</sup> Street, 4<sup>th</sup> Floor  
Oakland, CA 94612  
USA

**XXV. 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 or the usage of Licensed Product, Licensor agrees to notify Licensee of the name, contact information and any technical specifications for the digital rights management technology utilized.

**XXVI. Funding Contingency**

The University of California reasonably believes that funds can be obtained sufficient to pay all monies due during the term of this Agreement and hereby covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which payments for this transaction may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative review and appeals in the event such portion of the budget is not approved. It is the University of California's intent to make payments for the full term of this transaction. The University of California represents that the use of the materials under this transaction are essential to its proper, efficient and economic operation.

In the event no funds or insufficient funds are appropriated and budgeted and are not otherwise legally available by any means whatsoever in any fiscal period for payments due under this transaction, the University of California will immediately notify Licensor of such occurrence 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 University of California 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 University of California shall maintain its perpetual right to materials licensed under the subscription periods for which it has fully paid.





## **XXVI. PRINT ARCHIVAL COPY**

Licensors will provide to Licensee a single print archival copy of titles selected from the Licensed Materials, as they are published, shipped to a single ship-to address at no additional cost for each title in the Licensed Materials, to be delivered to:

UC Shared Journal Collection  
c/o YRL Serials  
Young Research Library  
Box 951575  
Los Angeles, CA 90095-1575

Licensee will notify Licensors directly of titles to be shipped by January 31 of each year. The print copies will be housed in a UC regional storage facility. The purpose of the print archive is to provide a back-up source should any published content be missing from the online version, unsatisfactory in resolution or quality to meet a scholar's needs, or unavailable to authorized user(s).

This Agreement includes the following Attachments, which are incorporated as if fully set forth herein:

- Attachment 1: Pricing Terms and Conditions
- Attachment 2: Campuses of the University of California
- Attachment 2.1 IP Address List
- Attachment 3.1: List of the Licensed Materials – Subscribed
- Attachment 3.2: List of the Licensed Materials – Non-subscribed
- Attachment 3.3: List of Titles Not Included in This Agreement
- Attachment 4: List of the Newly Added Materials

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

[Text deleted]  
**LICENSOR**

BY: \_\_\_\_\_  
Signature of authorized signatory of Licensors

DATE: 6/14/05

[Text deleted]

Senior Vice President, CFO  
Springer Science + Business Media, Inc.  
233 Spring Street  
New York, NY 10013-1578

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[Text deleted]

**LICENSEE:**

BY: \_\_\_\_\_  
Signature of Authorized Signatory of Licensee

DATE: 5/25/05

Print Name: [Text deleted]

Title: Director, Business Development

Address: 415 20<sup>th</sup> Street, 4<sup>th</sup> Floor

Telephone No. [Text deleted]

E-mail: [Text deleted]

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## Attachment 1: Pricing Terms and Conditions

### Base Value

The Base Value of the Agreement for 2005, 2006, and 2007, absent any adjustments for lost or ceased and new or transfer titles will be: [Text] The Base Value of the Agreement will be adjusted proportionately should a significant [Text] portion of the content become open access during the term of the agreement.

Titles that constitute that Base Value are listed in Attachment 3.1. Licensed Materials Subscribed Titles.

### Payment Terms

One-time payment: the CDL will make a payment of [Text deleted]  
This payment will offset the needs for Springer Science and Business Media, Inc. growth and it will constitute a purchase of the entire Springer Online Journals Archives (all Eleven Online Library Package subject areas, from vol. 1 through 1996 publication), subject to inspection of the complete title list and completeness (i.e., cover-to-cover) of the content. The purchase includes subsequent additions of titles to the Archives published by Springer as of January 2005 but not selected for the Springer Online Journals Archives project at this time (i.e., "titles not presently online, titles not copyrighted, titles that have none of their content in English, or journals discontinued prior to 1995"). Should the backfiles purchased not be [Text deleted]  
[Text deleted]

Payment will be remitted directly to Springer within 30 days of a signed agreement and Licensee's receipt of invoice from Springer, and will permit electronic access to the Licensed Materials listed in Attachments 3.1, 3.2., 4 and 5

Springer will invoice the CDL directly for all licensed fees.

Springer will provide invoicing in US dollar currency. The CDL will remit payment in US dollars.

For 2005 only, the CDL will pay two invoices for current content: one issued from former Kluwer Academic Publishers and from former Springer-Verlag. [Text deleted]  
[Text deleted]

[Text deleted]



### **Campus Print Subscriptions**

There are no restrictions on canceling print or other format subscriptions of Springer online titles by campuses.

Print subscriptions of licensed Springer online titles are optionally available to UC campus libraries for a premium of [Text deleted] beginning in 2006.

Springer will transmit the deeply discounted (DDP) rate to Serials Agents (Ebsco, Harrassowitz, Swets), along with a list of licensed online titles to which it applies, no later than October 1 of each year for the following subscription year.

For 2005 only, [Text deleted]

### **Changes in Holdings and New Titles**

[Text deleted]

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[Text deleted]

### **Access to Back files**

Springer will grant access to the Back Volumes of the Licensed Materials starting in 1997 (as the electronic versions become available) to those titles listed in Attachments 3.1 and 3.2 and 4, [Text deleted]

Access to legacy backfiles. [Text deleted]

### **Non-Subscribed Titles**

Springer will grant access to Non-Subscribed Titles as listed in Appendix 3.2.

### **Usage Data**

Licensors will provide Licensee composite and itemized usage data for campuses on regular and ongoing basis, and will provide usernames(s) and password(s) to facilitate the download of COUNTER compliant usage data whenever required.



**Attachment 2: Campuses of the University of California, LLNL**

University of California, Berkeley

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

Lawrence Livermore National Laboratory





## Attachment 2.1 IP Addresses

### UC Berkeley

[Text deleted]

### UC Davis

[Text deleted]

### UC Irvine

[Text deleted]

### UC Los Angeles

[Text deleted]

### UC Merced

[Text deleted]

### UC Riverside

[Text deleted]

### UC San Francisco

[Text deleted]

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**UC Santa Barbara**  
[Text deleted]

**UC Santa Cruz**  
[Text deleted]

**UC San Diego**  
[Text deleted]

**UC Office of the President - California Digital Library**  
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**UC Lawrence Livermore Laboratory**

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5/25/2005

California Digital Library

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### Attachment 3.1: List of the Licensed Materials – Subscribed

#### Kluwer Imprint

Acta Applicandae Mathematica	Cancer and Metastasis Reviews
Acta Biotheoretica	Cancer Causes and Control
Acta Mathematica Hungarica	Cardiovascular Drugs and Therapy
Adsorption	Catalysis Letters
Advances in Computational Mathematics	Celestial Mechanics and Dynamical Astronomy
Advances in Health Sciences Education	Cell Biology and Toxicology
African Archaeological Review	Cellular and Molecular Neurobiology
Agriculture and Human Values	Cellulose
Agroforestry Systems	Chemistry of Heterocyclic Compounds
AIDS and Behavior	Child and Adolescent Social Work Journal
Algebra and Logic	Child and Youth Care Forum
Algebras and Representation Theory	Child Psychiatry and Human Development
American Journal of Community Psychology	Children's Literature in Education
American Journal of Dance Therapy	Chromosome Research
American Journal of Psychoanalysis, The	Climatic Change
Analog Integrated Circuits and Signal Processing	Clinical and Experimental Metastasis
Analysis Mathematica	Clinical Social Work Journal
Angiogenesis	Cluster Computing
Annals of Global Analysis and Geometry	Cognitive Therapy and Research
Annals of Mathematics and Artificial Intelligence	Community Mental Health Journal
Annals of Operations Research	Computational and Mathematical Organization Theory
Antonie van Leeuwenhoek	Computational Economics
Apoptosis	Computational Geosciences
Applied Categorical Structures	Computational Mathematics and Modeling
Applied Composite Materials	Computer Supported Cooperative Work (CSCW)
Applied Intelligence	Computers and the Humanities
Applied Psychophysiology and Biofeedback	Constitutional Political Economy
Aquaculture International	Contemporary Family Therapy
Aquatic Ecology	Continental Philosophy Review
Aquatic Geochemistry	Crime, Law and Social Change
Archival Science	Culture, Medicine and Psychiatry
Archives of Sexual Behavior	Cytotechnology
Argumentation	Czechoslovak Journal of Physics
Artificial Intelligence Review	Data Mining and Knowledge Discovery
Asia-Pacific Financial Markets	Designs, Codes and Cryptography
Astrophysics	Dialectical Anthropology
Astrophysics and Space Science	Digestive Diseases and Sciences
Automated Software Engineering	Discrete Event Dynamic Systems
Autonomous Agents and Multi-Agent Systems	Distributed and Parallel Databases
Autonomous Robots	Documenta Ophthalmologica
Behavior Genetics	Early Childhood Education Journal
Biochemical Genetics	Earth, Moon, and Planets
BioControl	Economics of Planning
Biodegradation	Economist, De
Biodiversity and Conservation	Ecotoxicology
Biogeochemistry	Education and Information Technologies
Biologia Plantarum	Educational Psychology Review
Biological Invasions	Educational Studies in Mathematics
Biology and Philosophy	Empirica
Biomedical Microdevices	Employee Responsibilities and Rights Journal
Biometals	Environment, Development and Sustainability
Bioscience Reports	Environmental and Ecological Statistics
Biotechnology Letters	Environmental and Resource Economics
BIT Numerical Mathematics	Environmental Biology of Fishes
Boundary-Layer Meteorology	Environmental Geochemistry and Health
Brain Topography	Environmental Modeling and Assessment
Breast Cancer Research and Treatment	Environmental Monitoring and Assessment

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Environmentalist	International Journal of Infrared and Millimeter Waves
Erkenntnis	International Journal of Parallel Programming
Ethical Theory and Moral Practice	International Journal of Politics, Culture, and Society
Ethics and Information Technology	International Journal of Primatology
Euphytica	International Journal of Speech Technology
European Finance Review	International Journal of Theoretical Physics
European Journal of Epidemiology	International Journal of Thermophysics
European Journal of Law and Economics	International Journal of Wireless Information Networks
European Journal of Plant Pathology	International Ophthalmology
European Journal of Population	International Review of Education
Evolutionary Ecology	International Urology and Nephrology
Experimental and Applied Acarology	Investigational New Drugs
Experimental Astronomy	Irrigation and Drainage Systems
Experimental Economics	Jewish History
Feminist Legal Studies	Journal for General Philosophy of Science
Fire Technology	Journal of Abnormal Child Psychology
Fish Physiology and Biochemistry	Journal of Adult Development
Flow, Turbulence and Combustion	Journal of Agricultural and Environmental Ethics
Formal Methods in System Design	Journal of Algebraic Combinatorics
Foundations of Chemistry	Journal of Applied Electrochemistry
Foundations of Physics	Journal of Applied Phycology
Foundations of Physics Letters	Journal of Archaeological Method and Theory
Foundations of Science	Journal of Archaeological Research
General Relativity and Gravitation	Journal of Assisted Reproduction and Genetics
Genetic Resources and Crop Evolution	Journal of Atmospheric Chemistry
Genetica	Journal of Autism and Developmental Disorders
Geoinformatica	Journal of Automated Reasoning
Geometriae Dedicata	Journal of Behavioral Education
Glycoconjugate Journal	Journal of Behavioral Medicine
Group Decision and Negotiation	Journal of Bioeconomics
Health Care Analysis	Journal of Bioenergetics and Biomembranes
Health Services and Outcomes Research Methodology	Journal of Biological Physics
Higher Education	Journal of Biomolecular NMR
Higher-Order and Symbolic Computation	Journal of Business and Psychology
Histochemical Journal, The	Journal of Business Ethics
Human Ecology	Journal of Career Development
Human Studies	Journal of Chemical Crystallography
Husserl Studies	Journal of Chemical Ecology
Hydrobiologia	Journal of Child and Family Studies
Hyperfine Interactions	Journal of Clinical Immunology
Indo-Iranian Journal	Journal of Clinical Psychology in Medical Settings
Inflammation	Journal of Cluster Science
Information Retrieval	Journal of Combinatorial Optimization
Innovative Higher Education	Journal of Community Health
Interchange	Journal of Comparative Germanic Linguistics, The
International Environmental Agreements: Politics, Law and Economics	Journal of Computational Neuroscience
International Journal for Philosophy of Religion	Journal of Computer-Aided Materials Design
International Journal for the Advancement of Counselling	Journal of Computer-Aided Molecular Design
International Journal for the Semiotics of Law	Journal of Consumer Policy
International Journal of Cardiovascular Imaging	Journal of Contemporary Psychotherapy
International Journal of Computer Vision	Journal of Cross-Cultural Gerontology
International Journal of Computers for Mathematical Learning	Journal of Cultural Economics
International Journal of Flexible Manufacturing Systems	Journal of Developmental and Physical Disabilities
International Journal of Fracture	Journal of Dynamical and Control Systems
International Journal of Historical Archaeology	Journal of Dynamics and Differential Equations

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Journal of East Asian Linguistics	Journal of Psychopathology and Behavioral Assessment
Journal of Economic Growth	Journal of Quantitative Criminology
Journal of Elasticity	Journal of Radioanalytical and Nuclear Chemistry
Journal of Electroceramics	Journal of Rational-Emotive and Cognitive-Behavior Therapy
Journal of Electronic Testing	Journal of Real Estate Finance and Economics, The
Journal of Engineering Mathematics	Journal of Regulatory Economics
Journal of Ethics, The	Journal of Risk and Uncertainty
Journal of Family and Economic Issues	Journal of Russian Laser Research
Journal of Family Violence	Journal of Science Education and Technology
Journal of Financial Services Research	Journal of Science Teacher Education
Journal of Fluorescence	Journal of Scientific Computing
Journal of Fusion Energy	Journal of Seismology
Journal of Gambling Studies	Journal of Sol-Gel Science and Technology
Journal of Genetic Counseling	Journal of Solution Chemistry
Journal of Heuristics	Journal of Statistical Physics
Journal of Immigrant Health	Journal of Supercomputing, The
Journal of Inclusion Phenomena	Journal of Superconductivity
Journal of Indian Philosophy	Journal of Technology Transfer, The
Journal of Inherited Metabolic Disease	Journal of the History of Biology
Journal of Inorganic and Organometallic Polymers	Journal of Theoretical Probability
Journal of Insect Behavior	Journal of Thermal Analysis and Calorimetry
Journal of Insect Conservation	Journal of Thrombosis and Thrombolysis
Journal of Intelligent and Robotic Systems	Journal of Traumatic Stress
Journal of Intelligent Information Systems	Journal of Value Inquiry, The
Journal of Intelligent Manufacturing	Journal of VLSI Signal Processing, The
Journal of Interventional Cardiac Electrophysiology	Journal of World Prehistory
Journal of Logic, Language and Information	Journal of Youth and Adolescence
Journal of Low Temperature Physics	K-Theory
Journal of Mammalian Evolution	Landscape Ecology
Journal of Management and Governance	Law and Critique
Journal of Materials Science (full set)	Law and Human Behavior
Journal of Materials Science: Materials in Electronics	Law and Philosophy
Journal of Mathematical Chemistry	Letters in Mathematical Physics
Journal of Mathematical Imaging and Vision	Lifetime Data Analysis
Journal of Mathematical Sciences	Linguistics and Philosophy
Journal of Mathematics Teacher Education	Machine Learning
Journal of Medical Humanities	Machine Translation
Journal of Medical Systems	Marine Geophysical Researches
Journal of Muscle Research and Cell Motility	Marketing Letters
Journal of Nanoparticle Research	Materials Science
Journal of Neurocytology	Maternal and Child Health Journal
Journal of Neuro-Oncology	Mathematical Geology
Journal of Nondestructive Evaluation	Mathematical Physics, Analysis and Geometry
Journal of Nonverbal Behavior	Meccanica
Journal of Oceanography	Mechanics of Composite Materials
Journal of Optimization Theory and Applications	Mechanics of Time-Dependent Materials
Journal of Paleolimnology	Metabolic Brain Disease
Journal of Personnel Evaluation in Education	Minds and Machines
Journal of Pharmacokinetics and Pharmacodynamics	Minerva
Journal of Philosophical Logic	Mitigation and Adaptation Strategies for Global Change
Journal of Polymers and the Environment	Molecular and Cellular Biochemistry
Journal of Porous Materials	Molecular Biology Reports
Journal of Primary Prevention	Molecular Breeding
Journal of Productivity Analysis	Molecular Diversity
Journal of Psycholinguistic Research	Motivation and Emotion
	Multibody System Dynamics

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Multidimensional Systems and Signal Processing  
Multimedia Tools and Applications  
Mycopathologia  
Natural Hazards  
Natural Language and Linguistic Theory  
Natural Language Semantics  
Natural Resources Research  
Neohelicon  
Neophilologus  
Neural Processing Letters  
Neurochemical Research  
Neuropsychology Review  
Neuroscience and Behavioral Physiology  
New Forests  
Nonlinear Dynamics  
Numerical Algorithms  
Nutrient Cycling in Agroecosystems  
Open Economies Review  
Open Systems and Information Dynamics  
Optical and Quantum Electronics  
Order  
Origins of Life and Evolution of the Biosphere  
Oxidation of Metals  
Periodica Mathematica Hungarica  
Pharmacy World and Science  
Philosophical Studies  
Photonic Network Communications  
Photosynthesis Research  
Photosynthetica  
Pituitary  
Plant and Soil  
Plant Cell, Tissue and Organ Culture  
Plant Ecology  
Plant Foods for Human Nutrition  
Plant Growth Regulation  
Plant Molecular Biology  
Plasma Chemistry and Plasma Processing  
Policy Sciences  
Political Behavior  
Population and Environment  
Population Research and Policy Review  
Potential Analysis  
Precision Agriculture  
Psychiatric Quarterly  
Public Choice  
Public Organization Review  
Qualitative Sociology  
Quality and Quantity  
Quality of Life Research  
Queueing Systems  
Ramanujan Journal, The  
Reading and Writing  
Real-Time Systems

Research in Higher Education  
Review of Accounting Studies  
Review of Austrian Economics, The  
Review of Derivatives Research  
Review of Industrial Organization  
Review of Quantitative Finance and Accounting  
Reviews in Fish Biology and Fisheries  
Russian Linguistics  
Science and Education  
Scientometrics  
Set-Valued Analysis  
Sex Roles  
Sexual Abuse: A Journal of Research and Treatment  
Sexuality and Disability  
Social Indicators Research  
Social Justice Research  
Social Psychology of Education  
Solar Physics  
Somatic Cell and Molecular Genetics  
Space Science Reviews  
Statistical Inference for Stochastic Processes  
Statistics and Computing  
Studia Logica  
Studies in East European Thought  
Studies in Philosophy and Education  
Surveys in Geophysics  
Synthese  
Systematic Parasitology  
The Protein Journal  
Theoretical Medicine and Bioethics  
Theory and Decision  
Theory and Society  
Topics in Catalysis  
Topoi  
Transgenic Research  
Transition Metal Chemistry  
Transport in Porous Media  
Transportation  
Tribology Letters  
Tropical Animal Health and Production  
Urban Ecosystems  
Urban Review, The  
User Modeling and User-Adapted Interaction  
Veterinary Research Communications  
Virus Genes  
Voluntas: International Journal of Voluntary and Nonprofit Organizations  
Water Resources Management  
Water, Air, and Soil Pollution  
Wetlands Ecology and Management  
Wireless Personal Communications  
World Journal of Microbiology and Biotechnology

**Incorporating Previous New Journal Titles as Subscribed Titles**

Brain and Mind 2000  
Journal of Happiness Studies 2000  
Journal of Structural and Functional Genomics 2000  
International Journal of Health Care Finance and Economics 2001  
Water, Air, and Soil Pollution: Focus 2001

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Reviews in Environmental Science and Biotechnology 2002  
Silicon Chemistry 2002  
Journal of Economic Inequality, The 2002  
Bulletin of Earthquake Engineering 2003  
International Journal for Mathematics & Science Education 2003  
Journal of Academic Ethics 2003  
Journal of International Entrepreneurship 2003  
Quantitative Marketing and Economics 2003  
Review of Economics of the Household 2003  
Journal of Grid Computing 2004  
Journal of Scheduling 2004  
Metascience 2004  
Research on Language and Computation 2004

### Springer Imprint

Abdominal Imaging  
Acta Diabetologica  
Acta Ethologica  
Acta Informatica  
Acta Mathematicae Applicatae Sinica  
Acta Mechanica  
Acta Neurochirurgica  
Acta Neuropathologica  
aequationes mathematicae  
Aesthetic Plastic Surgery  
Algebra Universalis  
Algorithmica  
Amino Acids  
Analytical and Bioanalytical Chemistry formerly  
Fresenius' Journal of ...  
Anatomy and Embryology  
Animal Cognition  
Annales Henri Poincaré  
Annali di Matematica Pura ed Applicata  
Annals of Hematology  
Annals of Surgical Oncology  
Annals of Vascular Surgery  
Applicable Algebra in Engineering,  
Communication and Computing  
Applied Mathematics and Optimization  
Applied Microbiology and Biotechnology  
Applied Physics A & B / combined subscription  
Applied Physics A: Materials Science &  
Processing  
Applied Physics B: Lasers and Optics  
Aquatic Sciences  
Archiv der Mathematik (UCD = exchange)  
Archive for History of Exact Sciences  
Archive for Mathematical Logic  
Archive for Rational Mechanics and Analysis  
Archive of Applied Mechanics  
Archives of Dermatological Research  
Archives of Environmental Contamination and  
Toxicology  
Archives of Gynecology and Obstetrics  
Archives of Microbiology  
Archives of Toxicology  
Archives of Virology  
Atlantic Economic Journal  
Basic Research in Cardiology  
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Behavioral Ecology and Sociobiology  
Biological Cybernetics  
Biology and Fertility of Soils  
Biomechanics and Modeling in Mechanobiology  
Bioprocess and Biosystems Engineering  
Bulletin of Engineering Geology and the  
Environment  
Bulletin of Environmental Contamination and  
Toxicology  
Bulletin of the Brazilian Mathematical Society  
Bulletin of Volcanology  
Calcified Tissue International  
Calculus of Variations and Partial Differential  
Equations  
Cancer Chemotherapy and Pharmacology  
Cancer Immunology, Immunotherapy  
CardioVascular and Interventional Radiology  
Cell and Tissue Research  
Cellular and Molecular Life Sciences (CMLJS)  
Chemoecology  
Child's Nervous System  
Chromatographia  
Chromosoma  
Circuits, Systems and Signal Processing  
Climate Dynamics  
Clinical Rheumatology  
Colloid & Polymer Science  
Combinatorica  
Commentarii Mathematici Helvetici  
Communications in Mathematical Physics  
Comparative Clinical Pathology  
computational complexity  
Computational Mechanics  
Computing  
Constructive Approximation  
Continuum Mechanics and Thermodynamics  
Contributions to Mineralogy and Petrology  
Coral Reefs  
Current Genetics  
Current Microbiology  
Development Genes and Evolution  
Diabetologia  
Discrete & Computational Geometry  
Diseases of the Colon & Rectum  
Distributed Computing

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Dysphagia  
Ecological Research  
Economic Theory  
Economics of Governance  
Ecosystems  
Elemente der Mathematik  
Empirical Economics  
Engineering with Computers  
Environmental Geology  
Environmental Management  
European Archives of Psychiatry and Clinical Neuroscience  
European Biophysics Journal  
European Journal of Applied Physiology  
European Journal of Clinical Microbiology and Infectious Diseases  
European Journal of Clinical Pharmacology  
European Journal of Nuclear Medicine and Molecular Imaging  
European Journal of Nutrition  
European Journal of Pediatrics  
Experimental Brain Research  
Experiments in Fluids  
Facies  
Formal Aspects of Computing  
Functional & Integrative Genomics (UCSB copy was received w/Current Genetics)  
Geo-Marine Letters  
Geometric and Functional Analysis (GAFA)  
Graefe's Archive for Clinical and Experimental Ophthalmology  
Graphs and Combinatorics  
Heart and Vessels  
Heat and Mass Transfer  
Helgoland Marine Research  
Herz  
Histochemistry and Cell Biology  
Human Genetics  
Hydrogeology Journal  
Ichthyological Research  
Immunogenetics  
Infection  
Inflammation Research  
Insectes Sociaux  
Integral Equations and Operator Theory  
Intensive Care Medicine  
Intereconomics  
International Archives of Occupational and Environmental Health  
International Journal of Biometeorology  
International Journal of Earth Sciences  
International Journal of Game Theory  
International Journal on Digital Libraries  
International Journal on Software Tools for Technology Transfer  
Inventiones mathematicae  
Irrigation Science  
Japanese Journal of Ophthalmology  
Journal of Cancer Research and Clinical Oncology

Journal of Classification  
Journal of Comparative Physiology A and B  
Journal of Cryptology  
Journal of Digital Imaging  
Journal of Economics  
Journal of Ethology  
Journal of Evolutionary Economics  
Journal of Forest Research  
Journal of Fourier Analysis and Applications  
Journal of Gastroenterology  
Journal of General Plant Pathology  
Journal of Geodesy  
Journal of Geographical Systems  
Journal of Geometry  
Journal of Human Genetics  
Journal of Industrial Microbiology and Biotechnology  
Journal of Marine Science and Technology  
Journal of Mathematical Biology  
Journal of Molecular Evolution  
Journal of Molecular Medicine  
Journal of Neural Transmission  
Journal of Neurology  
Journal of Nonlinear Science  
Journal of Ornithology  
Journal of Plant Growth Regulation  
Journal of Plant Research  
Journal of Population Economics  
Lasers in Medical Science  
Limnology  
Lung  
Machine Vision and Applications  
Mammalian Genome  
manuscripta mathematica  
Marine Biology  
Marine Biotechnology  
Mathematical Methods of Operations Research  
Mathematical Programming  
Mathematische Annalen  
Mathematische Zeitschrift  
MCSS Mathematics of Control, Signals and Systems  
Medical Microbiology and Immunology  
Meteorology and Atmospheric Physics  
Metrika  
MGG Molecular Genetics and Genomics  
Microbial Ecology  
Microchimica Acta  
Microsystem Technologies  
Mineralium Deposita  
Mineralogy and Petrology  
Monatshefte für Chemie / Chemical Monthly  
Monatshefte für Mathematik  
Multimedia Systems  
Mycorrhiza  
Mycoscience  
Naturwissenschaften  
Naunyn-Schmiedeberg's Archives of Pharmacology  
Neurological Sciences

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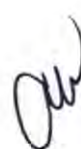
Neuroradiology	Social Choice and Welfare
Neurosurgical Review	Social Psychiatry and Psychiatric Epidemiology
Numerische Mathematik	Springer Seminars in Immunopathology
Oecologia	Stochastic Environmental Research and Risk Assessment
Osteoporosis International	Strength of Materials
Papers in Regional Science	Structural and Multidisciplinary Optimization
Parasitology Research	Surgical and Radiologic Anatomy
Pediatric Cardiology	Surgical Endoscopy
Pediatric Nephrology	TAG Theoretical and Applied Genetics
Pediatric Radiology	The Annals of Regional Science
Pflügers Archiv	The Astronomy and Astrophysics Review
Physics and Chemistry of Minerals	The European Physical Journal A Hadrons and Nuclei
Physics in Perspective	The European Physical Journal B Condensed Matter
Plant Cell Reports	The European Physical Journal C Particles and Fields
Plant Systematics and Evolution	The European Physical Journal D Atoms, Molecules and Clusters and Optical Physics
Planta	The European Physical Journal E Soft Matter
Polar Biology	The International Journal of Advanced Manufacturing Technology
Polymer Bulletin	The Journal of Membrane Biology
Population Ecology	The Visual Computer
Primates	The VLDB Journal
Probability Theory and Related Fields	Theoretical and Applied Climatology
Protoplasma	Theoretical and Computational Fluid Dynamics
Psychological Research Psychologische Forschung	Theoretical Chemistry Accounts
Psychometrika	Theory of Computing Systems
Psychopharmacology	Transformation Groups
Publications Mathématiques de l'Institut des Hautes Études Scientifiques	Transplant International
Pure and Applied Geophysics (PAGEOPH)	Trees
Radiation and Environmental Biophysics	Urological Research
Research in Engineering Design	Vegetation History and Archaeobotany
Research in Nondestructive Evaluation	Virchows Archiv
Review of World Economics	World Journal of Surgery
Rheologica Acta	World Journal of Urology
Rock Mechanics and Rock Engineering	Zoomorphology
Selecta Mathematica, New Series	ZS für angewandte Mathematik u. Physik
Semigroup Forum	
Sexual Plant Reproduction	
Shock Waves	
Skeletal Radiology	



## Attachment 3.2: List of the Licensed Materials – Non-subscribed

### Kluwer Imprint

Administration and Policy in Mental Health	Journal of Applied Spectroscopy
Aerobiologia	Journal of Computational Analysis and Applications
Applications of Mathematics	Journal of Computational Electronics
Artificial Intelligence and Law	Journal of Educational Change
Asia Pacific Journal of Management	Journal of Engineering Physics and Thermophysics
Atomic Energy	Journal of Global Optimization
Axiomathes	Journal of Housing and the Built Environment
Biogerontology	Journal of Industry, Competition and Trade
Biomedical Engineering	Journal of International Entrepreneurship
BT Technology Journal	Journal of Mammary Gland Biology and Neoplasia
Bulletin of Earthquake Engineering	Journal of Materials Science: Materials in Medicine
Bulletin of Experimental Biology and Medicine	Journal of Mathematical Modelling and Algorithms
Cardiac Electrophysiology Review	Journal of Network and Systems Management
Cardiovascular Engineering	Journal of Occupational Rehabilitation
Catalysis Surveys from Japan	Journal of Polymer Research
Cell and Tissue Banking	Journal of Religion and Health
Chemical and Petroleum Engineering	Journal of Scheduling
Chemistry and Technology of Fuels and Oils	Journal of Sustainable Product design, The
Chemistry of Natural Compounds	L1-Educational Studies in Language and Literature
Clinical Child and Family Psychology Review	Language Policy
Computational Optimization and Applications	Learning Environments Research
Conservation Genetics	Lithuanian Mathematical Journal
Constraints	Liverpool Law Review
Criminal Law Forum	Measurement Techniques
Critical Criminology	Medicine, Healthcare and Philosophy
Cybernetics and Systems Analysis	Mental Health Services Research
Czechoslovak Mathematical Journal	Metal Science and Heat Treatment
Design Automation for Embedded Systems	Metallurgist
Educational Research for Policy and Practice	Methodology and Computing in Applied Probability
Electronic Commerce Research	Mobile Networks and Applications
Empirical Software Engineering	Natural Computing
Environmental Fluid Mechanics	NETNOMICS: Economic Research and Electronic Networking
Extremes	Networks and Spatial Economics
Fibre Chemistry	Neurophysiology
Fuzzy Optimization and Decision Making	Nonlinear Oscillations
Genetic Programming and Evolvable Machines	Optimization and Engineering
Geneva Papers on Risk and Insurance Theory, The	Pastoral Psychology
GeoJournal	Pharmaceutical Chemistry Journal
Geotechnical and Geological Engineering	Pharmaceutical Research
Glass and Ceramics	Phenomenology and Cognitive Sciences
Health Care Management Science	Physical Oceanography
Heart Failure Reviews	Phytochemistry Reviews
HEC Forum	Positivity
Information Systems Frontiers	Powder Metallurgy and Metal Ceramics
Information Technology and Management	PowerTechnology and Engineering
Instructional Science	Prevention Science
International Applied Mechanics	Prospects
International Journal for Educational and Vocational Guidance	Quantitative Marketing and Economics
International Journal for Mathematics and Science Education	
International Journal of Technology and Design Education	
International Tax and Public Finance	
Journal of Academic Ethics	



Quantum Information Processing  
Radiophysics and Quantum Electronics  
Reaction Kinetics and Catalysis Letters  
Refractories and Industrial Ceramics  
Reliable Computing  
Res Publica  
Research in Science Education  
Review of Economics of the Household  
Reviews in Endocrine and Metabolic Disorders  
Russian Physics Journal  
Small Business Economics  
Sociological Forum  
Software Quality Journal

### Springer Imprint

4OR  
Accreditation and Quality Assurance  
Acta Mathematica Sinica  
Acta Mechanica Sinica  
Acta Mechanica Solida Sinica  
AI & SOCIETY  
Allgemeines Statistisches Archiv  
Annals of Combinatorics  
Annals of Finance  
Archives of Orthopaedic and Trauma Surgery  
Archives of Women's Mental Health  
Arthroscopie  
Artificial Life and Robotics  
Asia Europe Journal  
Bundesgesundheitsblatt - Gesundheitsforschung  
- Gesundheitsschutz  
CALCOLO  
Chinese- German Journal of Clinical Oncology  
Clean Technologies and Environmental Policy  
Clinical and Experimental Medicine  
Clinical and Experimental Nephrology  
Clinical Autonomic Research  
Clinical Oral Investigations  
CME  
Cognition, Technology & Work  
Cognitive Processing  
coloproctology  
Computational Management Science  
Computing and Visualization in Science  
Decisions in Economics and Finance  
Der Anaesthetist  
Der Chirurg  
Der Gynäkologe  
Der Hautarzt  
Der Internist  
Der Nervenarzt  
Der Onkologe  
Der Ophthalmologe  
Der Orthopäde  
Der Pathologe  
Der Pneumologe  
Der Radiologe  
Der Schmerz  
Der Unfallchirurg  
Der Urologe A

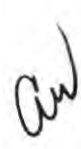
Soil Mechanics and Foundation Engineering  
Structural Chemistry  
Studia Geophysica et Geodaetica  
Subsurface Sensing Technologies and Applications  
Systemic Practice and Action Research  
Telecommunication Systems  
Tertiary Education and Management  
Theoretical and Experimental Chemistry  
Ukrainian Mathematical Journal  
Wireless Networks  
World Wide Web

Die Weltwirtschaft - online access pending  
EcoHealth  
Economic Bulletin  
Electrical Engineering  
Emergency Radiology  
Environmental Chemistry Letters  
Erwerbs-Obstbau  
Esophagus  
Ethik in der Medizin  
European Archives of Oto-Rhino-Laryngology  
European Child & Adolescent Psychiatry  
European Clinics in Obstetrics and Gynaecology  
European Food Research and Technology A  
/Zeitschrift für Lebensmittel-Untersuchung und -  
Forschung A  
European Journal of Ageing  
European Journal of Orthopaedic Surgery &  
Traumatology  
European Journal of Plastic Surgery  
European Journal of Trauma  
European Journal of Wildlife Research  
European Journal of Forest Research  
European Radiology  
European Spine Journal  
European Surgery  
Extremophiles  
Few-Body Systems  
Finance and Stochastics  
Forschung im Ingenieurwesen  
Forum der Psychoanalyse  
Foundations of Computational Mathematics  
FuB & Sprunggelenk  
G.O. Geowissenschaften Online  
Gastric Cancer  
Gefäßchirurgie  
Gesunde Pflanzen  
GPS Solutions  
Granular Matter  
Grundwasser  
Gynäkologische Endokrinologie  
Gynecological Surgery  
Hernia  
Herzschrittmachertherapie & Elektrophysiologie<sup>1</sup>  
HNO  
Holz als Roh- und Werkstoff

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Informatik - Forschung und Entwicklung	Microfluidics and Nanofluidics
Informatik-Spektrum	Milan Journal of Mathematics and Physics
Information Systems and e-Business Management	Mine Water and the Environment
Innovations in Systems and Software Engineering	Modern Rheumatology
Intensivmedizin und Notfallmedizin <sup>1</sup>	Molecular Imaging and Biology
International Economics and Economic Policy	Monatsschrift Kinderheilkunde
International Journal of Angiology	Mund-, Kiefer- und Gesichtschirurgie
International Journal of Asian Management	Natur und Recht
International Journal of Clinical Oncology	Neural Computing & Applications
International Journal of Colorectal Disease	Neurogenetics
International Journal of Information Security (IJIS)	Nonlinear Differential Equations and Applications
International Journal of Legal Medicine	Notfall & Rettungsmedizin
International Journal on Document Analysis and Recognition (IJ DAR)	Ocean Dynamics
International Orthopaedics	Odontology
International Urogynecology Journal and Pelvic Floor Dysfunction	Oncologie
Invertebrate Neuroscience	Operative Orthopädie und Traumatologie
JARO - Journal of the Association for Research in Otolaryngology	OR Spectrum
JBIC Journal of Biological Inorganic Chemistry	Oral Radiology
Journal für Betriebswirtschaft	Paddy and Water Environment
Journal of Anesthesia	Pattern Analysis and Applications (PAA)
Journal of Artificial Organs	Pediatric and Developmental Pathology
Journal of Bone and Mineral Metabolism	Pediatric Surgery International
Journal of Cutaneous Medicine and Surgery	Personal and Ubiquitous Computing
Journal of Evolution Equations	Phytotherapie
Journal of Hepato-Biliary-Pancreatic Surgery	Poiesis & Praxis
Journal of Infection and Chemotherapy	Portuguese Economic Journal
Journal of Material Cycles and Waste Management	Psychotherapeut
Journal of Mathematical Fluid Mechanics	Public International Law
Journal of Medical Ultrasonics	Rechtsmedizin
Journal of Molecular Modeling	Regional Environmental Change
Journal of Optical and Fiber Communications Reports	Requirements Engineering
Journal of Orofacial Orthopedics	Review of Economic Design
Journal of Orthopaedic Science	Reviews of physiology, biochemistry and pharmacology / No cost at this time per L. Perryman
Journal of Orthopaedics and Traumatology	Revue Francophone de Psycho-Oncologie
Journal of Pest Science	Rheumatology International
Journal of Public Health	Sleep and Breathing
Journal of Solid State Electrochemistry	Soft Computing
Journal of Wood Science	Software and Systems Modeling (SoSyM)
Klinische Neuroradiologie	Sozial - und Präventivmedizin:SPM
Knee Surgery, Sports Traumatology, Arthroscopy	Spanish Economic Review
Knowledge and Information Systems	Sport Sciences for Health
Landslides	Standort
Langenbecks Archives of Surgery	Statistical Methods and Applications
Magnetic Resonance Materials in Physics, Biology & Medicine (MAGMA)	Strahlentherapie und Onkologie
Manuelle Medizin	Supportive Care in Cancer
Mathematische Semesterberichte	Surgery Today
Medecine et Chirurgie du Pied	Techniques in Coloproctology
Medical Electron Microscopy	The European Journal of Health Economics (HEPAC)
Mediterranean Journal of Mathematics	The Journal of Headache and Pain
Medizinische Klinik	Transition Studies Review
MedR - Medizinrecht	Trauma und Berufskrankheit
	Tree Genetics & Genomics
	Universal Access in the Information Society
	Virtual Reality
	Visual Geosciences (formerly Electronic Geosciences)
	Wirtschaftsdienst



Wood Science and Technology  
Zeitschrift für Epileptologie  
Zeitschrift für Gerontologie und Geriatrie

Zeitschrift für Herz-, Thorax- und Gefäßchirurgie  
Zeitschrift für Kardiologie  
Zeitschrift für Rheumatologie



### Attachment 3.3: List of Titles Not Included in This Agreement

#### Maik Nauka Imprint

Applied Biochemistry and Microbiology  
Automation and Remote Control  
Biology Bulletin  
Biochemistry  
Colloid Journal  
Cosmic Research  
Differential Equations  
Doklady Biochemistry & Biophysics  
Doklady Biological Sciences  
Doklady Chemistry  
Doklady Physical Chemistry  
Glass Physics and Chemistry  
High Energy Chemistry  
Human Physiology  
Instruments and Experimental Techniques  
Inorganic Materials  
Journal of Analytical Chemistry  
Journal of Evolutionary Biochemistry and Physiology  
Kinetics and Catalysis  
Lithology and Mineral Resources  
Molecular Biology

Microbiology  
Programming and Computer Software  
Problems of Information Transmission  
Protection of Metals  
Radiochemistry  
Russian Journal of Applied Chemistry  
Russian Journal of Bioorganic Chemistry  
Russian Journal of Coordination Chemistry  
Russian Journal of Developmental Biology  
Russian Journal of Electrochemistry  
Russian Journal of General Chemistry  
Russian Journal of Genetics  
Russian Journal of Organic Chemistry  
Russian Journal of Marine Biology  
Russian Microelectronics  
Russian Journal of Nondestructive Testing  
Russian Journal of Plant Physiology  
Russian Journal of Ecology  
Solar System Research  
Theoretical Foundations of Chemical Engineering  
Water Resources

#### Print-only Titles

##### Kluwer Imprint Print Only

Analysis in Theory and Applications  
Annals of the Institute of Statistical Mathematics  
Applied Mathematics and Mechanics  
Japanese Heart Journal

##### Springer Imprint Print Only

2PN attualità scientifica in biologia della riproduzione  
Acta Endoscopica  
Aggiornamenti CIO  
Allergo Journal  
AMA Acta Medica Austriaca  
Apo-Online  
Applied Magnetic Resonance  
Architektur aktuell  
Archivio di Ortopedia e Reumatologia  
Bank-Archiv  
Baurechtliche Blätter: bbl  
BHM Berg- und Hüttenmännische Monatshefte  
Botanica Helvetica  
Brain Tumor Pathology  
CardioVasc  
Central European Journal of Operations Research  
CHANCE  
China Oil & Gas  
Chinese Journal of Polymer Science  
Chinesische Medizin  
Computational Statistics

Dent-Online  
Der Deutsche Dermatologe  
Der Hausarzt  
Der Neurologe und Psychiater  
e & i Elektrotechnik und Informationstechnik  
Ecologiae Geologicae Helveticae  
Environmental Economics and Policy Studies  
gynäkologie + geburtshilfe  
hautnah dermatologie  
Heilberufe  
HNO Nachrichten  
Im Focus Onkologie  
InFo Neurologie & Psychiatrie  
InFo Onkologie  
Jahrbuch für Regionalwissenschaft  
Journal of Biochemistry and Molecular Biology  
Journal of Microbiology and Biotechnology  
JRP Journal für Rechtspolitik  
Juristische Blätter  
Kardiologie Assistenz  
Kidney  
Lettera Matematica Pristem  
Medici Oggi

*an*

Medicinal Chemistry Research  
Med-Online  
Mind & Society  
MMW - Fortschritte der Medizin  
Molecules and Cells  
NeuroTransmitter  
New Generation Computing  
NTM International Journal of History & Ethics of  
Natural Sciences, Technology & Medicine  
Optical Review  
Orthopädie & Rheuma  
Österreichische Wasser- und Abfallwirtschaft  
pädiatrie hautnah  
Pädiatrie und Pädologie  
Pain Digest  
ProCare  
Progress in Osteoporosis  
ProMed  
Psychopraxis

Psychotherapie Forum  
Results in Mathematics  
Schmerz & Akupunktur  
Seminar Hausarztpraxis  
Spektrum der Augenheilkunde  
Statistical Papers  
Stomatologie  
The Mathematical Intelligencer  
URO-NEWS  
uwf - UmweltWirtschaftsForum  
Vietnam Journal of Mathematics  
Wiener Klinische Wochenschrift  
Wiener Klinische Wochenschrift Magazin  
WMW Wiener Medizinische Wochenschrift  
wohnrechtliche blätter: wobl  
Zeitschrift für Hochschulrecht,  
Hochschulmanagement und Hochschulpolitik  
Zeitschrift für öffentliches Recht  
Zeitschrift für Planung & Unternehmenssteuerung





#### Attachment 4: List of the Newly Added Materials

##### 2005

Acta Mechanica Sinica  
Acta Mechanica Solida Sinica  
AGE  
Annals of Biomedical Engineering  
Annals of Finance  
Annals of Surgical Oncology  
Atlantic Economic Journal  
Ecological Research  
Environmental Science and Pollution Research  
European Clinics in Obstetrics and Gynaecology  
European Journal of Ageing  
Innovations in Systems and Software Engineering  
International Advances in Economic Research  
Journal of Computer Science and Technology  
Journal of Experimental Criminology  
Journal of Soils and Sediments  
Journal of the American Aging Association  
Metabolomics  
Microfluidics and Nanofluidics  
Mind & Society  
Molecular Imaging and Biology  
Oral Radiology  
Psychometrika  
Purinergic Signalling  
Sleep and Breathing  
The International Journal of Life Cycle Assessment  
Transition Studies Review  
Tree Genetics & Genomics

