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 20th Street, 4th 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.
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\(^1\) 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

\(^{1}\) Described at http://lockss.stanford.edu/

5/25/2005  8/35
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 theLicensed 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 cannot 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.
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 20th Street, 4th 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 it 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 an 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

Licensor 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 Licensor 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.

LICENS

BY: ___________________________ DATE: 6/14/05

[Text deleted]

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

[Text deleted]
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: The Base Value of the Agreement will be adjusted proportionately should a significant 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]

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]
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]
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

Licensor 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]

5/25/2005
[Text deleted]
UC Lawrence Livermore Laboratory

[Text deleted]
## Attachment 3.1: List of the Licensed Materials – Subscribed

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

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<th>Journal of East Asian Linguistics</th>
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<td>Journal of Fusion Energy</td>
<td>Journal of Seismology</td>
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<td>Journal of Gambling Studies</td>
<td>Journal of Sol-Gel Science and Technology</td>
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<td>Journal of Genetic Counseling</td>
<td>Journal of Solution Chemistry</td>
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<td>Journal of Superconductivity</td>
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<td>Journal of Inclusion Phenomena</td>
<td>Journal of Technology Transfer, The</td>
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<td>Journal of Inorganic and Organometallic Polymers</td>
<td>Journal of Thermal Analysis and Calorimetry</td>
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<td>Journal of Thrombosis and Thrombolysis</td>
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<td>Journal of Insect Conservation</td>
<td>Journal of Traumatic Stress</td>
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<td>Journal of Intelligent and Robotic Systems</td>
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<td>Journal of VLSI Signal Processing, The</td>
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<td>Journal of Intelligent Manufacturing</td>
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<td>Journal of Logic, Language and Information</td>
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<td>Journal of Low Temperature Physics</td>
<td>Law and Critique</td>
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<td>Journal of Materials Science (full set)</td>
<td>Letters in Mathematical Physics</td>
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<td>Journal of Materials Science: Materials in Electronics</td>
<td>Lifetime Data Analysis</td>
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<td>Journal of Mathematical Sciences</td>
<td>Machine Translation</td>
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<td>Journal of Mathematics Teacher Education</td>
<td>Marine Geophysical Researches</td>
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<td>Journal of Medical Humanities</td>
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<td>Journal of Muscle Research and Cell Motility</td>
<td>Maternal and Child Health Journal</td>
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<td>Journal of Nanoparticle Research</td>
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<td>Journal of Neurocytology</td>
<td>Mathematical Physics, Analysis and Geometry</td>
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<td>Meccanica</td>
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<td>Journal of Nondestructive Evaluation</td>
<td>Mechanics of Composite Materials</td>
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<td>Mitigation and Adaptation Strategies for Global Change</td>
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<td>Journal of Philosophical Logic</td>
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<td>Journal of Polymers and the Environment</td>
<td>Molecular Diversity</td>
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<td>Journal of Porous Materials</td>
<td>Motivation and Emotion</td>
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<td>Journal of Primary Prevention</td>
<td>Multibody System Dynamics</td>
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<td>Journal of Productivity Analysis</td>
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<td>Journal of Psycholinguistic Research</td>
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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  
Neurophysiology 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 Proteins 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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California Digital Library
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
Hert
Histology
Histogenetics
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
Inventions 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
MGH Molecular Genetics and Genomics
Microbial Ecology
Microchimica Acta
Microsystem Technologies
Mineralium Deposita
Mineralogy and Petrology
Monte Carlo für Chemie / Chemical Monthly
Monte Carlo für Mathematik
Multimedia Systems
Mycoherz
Mycology
Mycoscience
Naturwissenschaften
Naunyn-Schmiedeberg's Archives of Pharmacology
Neurological Sciences

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California Digital Library
Attachment 3.2: List of the Licensed Materials – Non-subscribed

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<tr>
<th>Kluwer Imprint</th>
<th>Journal of Applied Spectroscopy</th>
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<td>Journal of Computational Analysis and Applications</td>
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<td>Aerobiologia</td>
<td>Journal of Computational Electronics</td>
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<td>Applications of Mathematics</td>
<td>Journal of Educational Change</td>
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<td>Artificial Intelligence and Law</td>
<td>Journal of Engineering Physics and Thermophysics</td>
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<td>Asia Pacific Journal of Management</td>
<td>Journal of Global Optimization</td>
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<td>Atomic Energy</td>
<td>Journal of Housing and the Built Environment</td>
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<td>Axiomathes</td>
<td>Journal of Industry, Competition and Trade</td>
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<td>Biogerontology</td>
<td>Journal of International Entrepreneurship</td>
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<td>Biomedical Engineering</td>
<td>Journal of Mammary Gland Biology and Neoplasia</td>
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<td>BT Technology Journal</td>
<td>Journal of Materials Science: Materials in Medicine</td>
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<td>Bulletin of Earthquake Engineering</td>
<td>Journal of Mathematical Modelling and Algorithms</td>
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<td>Bulletin of Experimental Biology and Medicine</td>
<td>Journal of Network and Systems Management</td>
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<td>Journal of Religion and Health</td>
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<td>Cell and Tissue Banking</td>
<td>Journal of Scheduling</td>
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<td>Language Policy</td>
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<td>Lithuanian Mathematical Journal</td>
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<td>Design Automation for Embedded Systems</td>
<td>Mobile Networks and Applications</td>
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<td>Heart Failure Reviews</td>
<td>Powder Metallurgy and Metal Ceramics</td>
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<td>International Journal of Technology and Design</td>
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<td>Journal of Academic Ethics</td>
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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  
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 Monatsshefte  
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  
Ecologae Geologicae Helvetiae  
Environmental Economics and Policy Studies  
gynäkologie + geburthilfe  
haustnah 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  

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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 Pädiologie
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