

OXFORD

UNIVERSITY PRESS

MEMBER ORGANIZATION AGREEMENT

SUBSCRIPTION, PERPETUAL ACCESS, and JOURNALS LICENSE

COMMERCIAL TERMS

- 1 **LICENSOR:** THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF OXFORD trading as OXFORD UNIVERSITY PRESS USA of 198 Madison Avenue, New York, NY 10016. This member organization agreement (the "Agreement") is made and entered into by and between Oxford University Press USA ("the Licensor") and the organization set forth below ("Member Organization"), acting as an agent on its own behalf and on behalf of its member institutions (the "Members"). Each reference to Members shall be construed as a reference to each and every institution individually. This Agreement sets forth the terms and conditions whereby the Member Organization may, during the term hereof, grant Members and each Member's respective Authorized Users (as defined below) the ability to access and make use of certain online products that are owned or controlled by the Licensor.
- 2 **MEMBER ORGANIZATION:** Consortio para el Acceso a la Información Científica Electrónica (CINCEL)
Moneda 1375, piso 13, Santiago de Chile, Chile
- 3 **LICENSED WORK(S):** The Subscription Licensed Works and/or Perpetual Access Licensed Works set out in Schedule A (as the same may be amended from time to time by written agreement of the parties provided herein).
- 4 **MEMBER(S):** The Member(s) listed in Schedule B.
- 5 **CHARGES:** The price set out in Schedule C or the Member Organization's invoices concerning (i) access to the Licensed Works and (ii) fees for hosting services, if relevant ("Hosting Charges").
- 6 **SUBSCRIPTION AGENT OR LIBRARY SUPPLIER ("SUBSCRIPTION AGENT"):** NONE
- 7 **MEMBER ORGANIZATION AGENT WORKING ON BEHALF OF ICUF MEMBERS:**

Name: M. Soledad Bravo
E-mail: sbravo@conicyt.cl
Telephone: 56223654589
- 8 **GOVERNING LAW:** ~~EXCEPT TO THE EXTENT, IF ANY, THAT AGREEMENT TO THE FOLLOWING IS PROHIBITED BY THE LAWS OR REGULATIONS GOVERNING CONTRACTS WITH AN ENTITY SUCH AS THE MEMBER ORGANIZATION (INCLUDING BUT NOT LIMITED TO ANY LAW OR REGULATION GOVERNING CONTRACTS WITH PUBLIC LIBRARIES OR STATE OR LOCAL GOVERNMENT SUPPORTED EDUCATIONAL INSTITUTIONS);~~ this Agreement will be interpreted and construed according to, and governed by, the laws of the State of New York without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York; and the Member Organization irrevocably agrees that any dispute arising out of or in connection with this Agreement will be subject to and exclusively within the jurisdiction of the United States District Court for the Southern District of New York or the Supreme Court of the State of New York for New York County.

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THE LICENSOR AND MEMBER ORGANIZATION, on behalf of their Members, EACH ACCEPT AND AGREE TO THE TERMS OF THIS AGREEMENT.

Signed by 
For and on behalf of the Licensor
Name: JEFFREY SHOUP
Position: INSTITUTIONAL SALES
MANAGER
Date: 7/27/18

Signed by 
For and on behalf of the Member Organization
Name: Juan Manuel Zolezzi Cid
Position: Presidente de la Corporación Cintel
Date: Julio de 2018



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TERMS AND CONDITIONS

1 COMMENCEMENT AND DEFINITIONS

- 1.1 This Agreement shall be deemed to commence on 1st January 2018;

and shall apply to all orders for Licensed Works placed by the Member Organization which are accepted by the Member Organization on or after such date. This Agreement shall continue thereafter, subject to earlier termination in accordance with its terms.

- 1.2 Regardless of when this Agreement commences or terminates, the Member Organization, Members, and Authorized Users may not use a Licensed Work outside of the Licensed Work Term for that Licensed Work unless expressly permitted to do so by the Licensor. Any such permitted use shall be subject to the terms of the Legal Notice(s) for the relevant Licensed Work(s).
- 1.3 Any order placed by the Member Organization or Member for access to the Licensed Works will constitute an offer by the Member Organization or Member to subscribe to or purchase the Licensed Works referred to therein subject to the terms of this Agreement. The Member Organization or Member is responsible for ensuring that the terms of its order are complete and accurate.
- 1.4 An order made pursuant to this Agreement shall only be deemed to be accepted when the Licensor issues a written acceptance of the order.
- 1.5 In this Agreement, the words or phrases defined on the front page shall have the meanings set out there and the following expressions shall have the following meanings:

"Member(s)"	shall mean any institution listed in Schedule B as a "Member";
"Content-Specific License Terms"	shall mean, in relation to an article, chapter or any other portion of any Licensed Work, the specific terms under which that material is published (for example, but not limited to, a Creative Commons license), as may be specified on the website of the Licensed Work;
"Authorized User"	shall mean an individual who is authorized by the Member to access the Member's information services available through the Member's Secure Network and who is: <ul style="list-style-type: none">• if the Member is an academic or educational institution or public library: (i) affiliated with the Member as a current student, faculty member, library patron, employee or contractor; or (ii) physically present on the Member's premises; and• in all other cases: an employee or contractor of the Member;
"Commercial Use"	shall mean use for the purposes of monetary reward (whether by or for the Member, an Authorized User, or any other person or entity) by means of sale, resale, loan, transfer, hire, or other form of exploitation of the Licensed Works;
"Concurrency Restriction"	shall mean, for each Licensed Work, respectively, the maximum number of

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	permitted concurrent Authorized Users for that Licensed Work, if applicable, as specified in Schedule A and/or in the relevant invoice and/or as otherwise agreed in writing;
"Fair Use"	shall mean use by the Member or an Authorized User (i) conforming to Paragraphs 107 and 108 of the U.S. Copyright Law as amended from time to time, and (ii) conforming to the guidelines developed by the National Commission on New Technological Uses of Copyrighted Works (CONTU Guidelines);
"Journals"	shall mean the online version of Licensor's journals listed in Schedule A;
"Non-Commercial Text And Data Mining"	shall mean Text And Data Mining for the sole purpose of research for a non-commercial purpose;
"Initial Year"	shall mean, for each Subscription Licensed Work, respectively, the 12 month period, which commences on that Licensed Work's Subscription Start Date;
"Journals Subscription"	shall mean a purchased subscription for Journals;
"Legal Notice"	shall mean, for each Licensed Work, the legal notice and/or terms of use of that Licensed Work as specified on the website for the Licensed Work in a document linked from the footer or header of the homepage;
"Licensed Work Term"	shall have the meaning ascribed to it in Clause 2.1;
"Licensor Trademarks"	shall mean the designations OXFORD, and OXFORD UNIVERSITY PRESS;
"Material"	shall mean any abstract, article, index, advertising, or other material contained in the Licensed Works and accessed online;
"Password(s)"	shall mean any password(s) given to the Member Organization or Member by the Licensor or created by the Member to access the Licensed Work(s) and any other passwords required by Authorized Users to access the Secure Network;
"Perpetual Access Licensed Work"	shall mean a Licensed Work which is purchased on a perpetual access basis, as indicated in Schedule A and/or in an invoice relating to this Agreement and/or as otherwise agreed in writing;
"Perpetual Access Start Date"	shall mean, for each Licensed Work which is a Perpetual Access Licensed Work, respectively, the date on which perpetual access starts for that Licensed Work (as may be specified in relevant invoice and/or as otherwise agreed in writing);
"Pre-Publication Titles"	shall mean any Licensed Works which have not yet been published as at the date on which the Member's order therefor is received by the Licensor;
"Secure Network"	shall mean a network (whether a stand alone network or a virtual network within the Internet, accessible offsite) which is only accessible to Authorized Users. A cache server or any server or network which can be

	accessed by unauthorized users is not a Secure Network;
"Server"	shall mean either the Member Organization's or Member's server or a third party server designated by the Licensor on which the Licensed Works are mounted and through which the Member and its Authorized Users may gain access to the Licensed Works by means of the World Wide Web.
"Subscription End Date"	shall mean, for each Subscription Licensed Work, respectively, the date on which the subscription ends for that Licensed Work (as may be specified in the relevant invoice and/or as otherwise agreed in writing) or any subsequent date agreed in writing by the parties under the renewal process in this Agreement;
"Subscription Period"	shall mean, for each Subscription Licensed Work, respectively, a period commencing on the Subscription Start Date for that Licensed Work and expiring on the Subscription End Date for that Licensed Work and subject to renewal for successive periods in accordance with this Agreement;
"Subscription Licensed Work"	shall mean a Licensed Work which is purchased on a subscription basis, as specified on an invoice relating to this Agreement and/or as otherwise agreed in writing;
"Subscription Start Date"	shall mean, for each Subscription Licensed Work, respectively, the date on which the subscription starts for that Licensed Work (as may be specified in the relevant invoice and/or as otherwise agreed in writing);
"Text And Data Mining"	shall mean, in relation to any Licensed Work(s) or any portion thereof, performing a computational analysis of anything recorded in that (those) Licensed Work(s) or portion;
"Updates"	shall mean, in relation to a Perpetual Access Licensed Works, updates to that Licensed Work published by the Licensor after the Version Purchased;
"Usage Rights"	shall mean, for each Licensed Work, respectively, the permitted use of that Licensed Work, as described in Clause 2 of this Agreement and in the Legal Notice for that Licensed Work;
"Version Purchased"	shall mean, in respect of a Perpetual Access Licensed Work which consists of an online collection of titles, the version of that Licensed Work specified as the "Version Purchased" or otherwise agreed in writing by the Licensor;

2 GRANT OF LICENSE, USAGE RIGHTS AND LIMITATIONS ON USE

2.1 In this Agreement, "Licensed Work Term" shall mean:

2.1.1 for each Subscription Licensed Work, the Subscription Period for that Licensed Work; and

2.1.2 for each Perpetual Access Licensed Work, a perpetual term from the Perpetual Access Start Date for that Licensed Work.

2.2 For each Licensed Work, respectively, Licensor grants the Member Organization the non-exclusive and non-transferable right to grant its Members, respectively, a non-exclusive and non-transferable right of access and subject to any Concurrency Restriction(s) and the terms of the Legal Notice for that Licensed Work (including any Usage Rights specified in the Legal Notice) to allow Authorized Users at the Sites for the purposes of research, teaching, and private study to:

- 2.2.1 access the Server by means of a Secure Network in order to search the Licensed Work and to view, retrieve, and display portions thereof;
- 2.2.2 save and print out single copies of portions of the Licensed Work;
- 2.2.3 if the Member is an academic institution, incorporate links to the Licensed Work in electronic course packs and course management systems for use in connection with courses offered by the Member for academic credit provided that no person other than an Authorized User may use such links;
- 2.2.4 if the Member is an academic institution, carry out Non-Commercial Text And Data Mining in relation to the Licensed Work or portions thereof, including making and storing copies provided that:
- 2.2.4.1. such copies are made and stored only to the extent necessary for the purposes of such computational analysis;
- 2.2.4.2. such copies are not transferred to any other person or used for any other purpose without the Licensor's consent;
- 2.2.4.3. such copies are destroyed once they are no longer necessary for the relevant computational analysis;
- 2.2.4.4. the Authorized Users acknowledge the use of the Licensed Work if any results of the computational analysis are published; and
- 2.2.4.5. the Authorized Users comply with all Licensor usage policies communicated to them or made available to them, including without limitation any security measures and conditions of access;

and, except as permitted by law, in all cases other than an academic institution carrying out Non-Commercial Text And Data Mining, the Member shall not carry out any Text And Data Mining without the Licensor's prior consent in writing;

- 2.2.5 transmit links to the Licensed Work to other Authorized Users; and
- 2.2.6 provide print or electronic copies of all or any part of the Licensed Work to national or international regulatory authorities for the purposes of, or in anticipation of, regulatory approval and/or trademark applications or other regulatory purposes in respect of the Member's products or services;

it being acknowledged that such access and use of the Licensed Works shall be subject to Fair Use and nothing in this Agreement will limit the Authorized Users' rights to make Fair Use of the Licensed Works.

- 2.3 For the avoidance of doubt the Member Organization, Members and Authorized Users may not:
- 2.3.1 remove or alter Licensor's copyright notices or other means of identification or disclaimers as they appear in the Licensed Works;
- 2.3.2 systematically make multiple printed or electronic copies of portions of the Licensed Works for any purpose except as permitted by law or as authorized by Licensor;
- 2.3.3 display or distribute any part of the Licensed Works on any electronic network, including without limitation, the Internet and the World Wide Web, other than the Secure Network;
- 2.3.4 permit anyone other than Authorized Users to access or use the Licensed Works; and

2.3.5 use all or any part of the Licensed Works for any Commercial Use.

- 2.4 For the purposes of clarity, the grant and benefit of the Members and Authorized Users is dependent upon the continued license between the Member Organization and the Licensor. Should this Agreement terminate mid-term, the Member Organization will notify its Members prior to such termination so that, in the event that the Licensor is hosting the Perpetual Access Products, the Member(s) can make other authorized arrangements and sign a separate institutional agreement with the Licensor for access to the Perpetual Access Products.
- 2.5 The Licensor reserves the right to withdraw the Member Organization's access to any or all Licensed Works which Licensor is hosting or any portion thereof in the event that it reasonably believes that one, some or all of any portion of the Licensed Works is being used otherwise than in accordance with this Agreement (e.g. without limitation, in breach of Clause 2.3.2). In such event, the Licensor will restore access only when the matter has been satisfactorily resolved.
- 2.6 Where the Member is an academic library, or library which is part of a non-commercial organization, then notwithstanding any restriction in Clause 2.3, the Licensor hereby grants the Member the non-exclusive right during the Licensed Work Term for each Licensed Work, respectively, to supply (whether by post, fax or secure electronic transmission, using Ariel or its equivalent, whereby the electronic file is deleted after printing) another academic library or library which is part of a non-commercial organization, for the purposes supplying an Authorized User of the recipient library with a single copy of an electronic original of an individual document from a Licensed Work for the purpose of research or private study and not for Commercial Use. The Licensor may request reports in respect of the Member's use of the Licensed Works in such inter-library loans, provided the confidentiality of user data shall be maintained.

If the Member is located in the United States of America, the Member 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 with guidelines developed by the National Commission on New Technological Uses of Copyrighted Works (CONTU Guidelines) from time to time, the text of which is available as part of the US Copyright Office Circular 21.

- 2.7 In the case of any conflict or ambiguity between:
- 2.7.1 the Usage Rights specified in this Clause 2 and the Usage Rights specified in the Legal Notice for any Licensed Work, this Clause 2 shall take precedence in respect of that Licensed Work;
- 2.7.2 the Usage Rights and the Content-Specific License Terms for any portion of any Licensed Work, the Content-Specific License Terms shall take precedence in relation to that portion of the Licensed Work.

3 RESPONSIBILITIES OF THE MEMBER ORGANIZATION

- 3.1 The Member Organization agrees to notify the Licensor of changes to the access control records and billing or contact details in respect of the Members and upon the Licensor's request, the Member Organization will cause the Members to provide the Licensor with all identifying information, including IP address ranges, relating to the Member and its Authorized Users as may be necessary to enable the Licensor to set up and to activate the Member's access to the Licensed Works.
- 3.2 The Member Organization agrees to the following terms:
- 3.2.1 to use reasonable efforts to ensure that Members and Authorized Users comply with the terms of this Agreement;

- 3.2.2 to use reasonable efforts to ensure that Members shall restrict and control unauthorized access to the Licensed Works;
- 3.2.3 to notify the Licensor of any breach that the Member Organization becomes aware of by a Member or an Authorized User of the terms of this Agreement upon becoming aware of any such breach;
- 3.2.4 upon becoming aware of any breach of the terms of this Agreement by a Member or an Authorized User, the Member Organization shall work with the Licensor to correct such breach.
- 3.3 The Member Organization agrees to use reasonable efforts to ensure that Members shall notify both the Member Organization and the Licensor as soon as practicable if the Member should become aware of any of the following:
- 3.3.1 any loss or theft of the Member's or any Authorized User's password.
- 3.3.2 any unauthorized use of any Member's or any Authorized User's password.
- 3.4 The Member Organization further agrees to cooperate with the Licensor and to cause its Members to cooperate with the Licensor to correct such practices and acknowledges that OUP USA will have the right to terminate access to the Licensed Works, and/or require that, as applicable, the relevant Member terminates access of the persons making such unauthorized use of the Licensed Works.
- 3.5 Any failure on behalf of the Member Organization to fulfill its obligations under this Paragraph shall be considered to be a material breach of this Agreement.

4 RESPONSIBILITIES OF THE MEMBER

- 4.1 If the Licensor is hosting the Licensed Works, the Member Organization will provide the Licensor on request with all identifying information, including IP address ranges, relating to the Members and their Authorized Users necessary to enable the Licensor to set up and activate the Member's access to the Licensed Works. If required by the Licensor, the Member Organization shall enter such information into an online registration system indicated by the Licensor. The Member Organization will notify the Licensor or amend such information promptly following any additions, deletions or other alterations to the information supplied.
- 4.2 The Member will obtain at its cost all telecommunications and other equipment and software (including an Internet browser and portable document file reader) together with all relevant software licenses necessary to access the Licensed Works online via the Member's Secure Network.
- 4.3 The Member shall:
- 4.3.1 be responsible for the confidentiality and use of the Password(s);
- 4.3.2 use reasonable efforts to:
- 4.3.2.1 ensure its Authorized Users' compliance with the terms of this Agreement;
- 4.3.2.2 ensure that only Authorized Users are permitted access to the Licensed Works by means of the Member's Secure Network;
- 4.3.2.3 restrict and control unauthorized access to the Licensed Works and to any Member user names, passwords or other access control mechanisms provided by the Licensor;
- 4.3.3 ensure that all Authorized Users are made aware that the Licensed Works are protected by copyright and the Authorized Users' use of the Licensed Works is subject to the restrictions and obligations contained in this Agreement.

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- 4.4 The Member will notify Licensor immediately if it becomes aware of any of the following: (a) any loss or theft of the Password(s); (b) any unauthorized use of any of the Password(s) or other access control mechanisms; or (c) any breach by an Authorized User of the terms of this Agreement.
- 4.5 The Member shall notify Licensor promptly (i) of the facts and circumstances surrounding any unauthorized access, possession, or use of the Licensed Works, or Licensor intellectual property, or any portion thereof; and (ii) on becoming aware of any claim by any third party that the Licensed Works infringe an intellectual property or proprietary right of any third party.
- 4.6 The Member acknowledges that the obligations in this Clause 4 are primarily directed at ensuring the security of the Licensed Works and that the Licensor is reliant on the Member fulfilling these obligations to ensure that security. Accordingly, upon the Licensor's request, the Member shall terminate access to the Licensed Works of any Authorized User whose actions or omissions constitute a breach of the terms of this Agreement (or would constitute such a breach if they were a party to it) and, further, upon any breach of this Clause 4 by the Member, the Licensor reserves the right to terminate or suspend the Member's access to the Licensed Works, in addition to any other available remedies.

5 RESPONSIBILITIES OF LICENSOR

- 5.1 Licensor shall provide the Member Organization with a customer number necessary to enable the Member Organization to set up and activate the Member's online access to the Licensed Works.
- 5.2 If the Licensor is hosting the Licensed Works, the Licensor shall use all reasonable efforts:
 - 5.2.1 to make the Licensed Works available by means of the World Wide Web to the Member throughout the Licensed Work Term for each Licensed Work, respectively;
 - 5.2.2 to ensure that the Server has sufficient capacity and rate of connectivity to provide the Member Organization with a quality of service consistent with current standards in the World Wide Web on-line information provision industry; and
 - 5.2.3 to restore access to the Licensed Works as soon as possible in the event of an interruption or suspension of the service.
- 5.3 Where possible, Licensor agrees to make available to the Member Organization monthly usage reports by Member throughout the Licensed Work Term for each Licensed Work which is hosted by the Licensor, detailing the level of use of each Licensed Work by the Member's Authorized Users per month, but only to the extent such monthly usage reports are made available by the party hosting the Licensed Work(s) on behalf of the Licensor. The Licensor shall use reasonable endeavours to ensure that such usage reports are compliant with the most recent release of the COUNTER Code of Practice for Journals and Databases (available at http://www.projectcounter.org/code_practice.html). The Member Organization acknowledges that the Licensor will not be able to provide accurate usage reports if the Member stores the Licensed Work(s) on any cache or proxy server, or accesses the Licensed Work(s) through an agent gateway.
- 5.4 The Licensor reserves the right to withdraw from the Licensed Works and/or cease providing hosting services for content that it no longer retains the right to provide or that it determines may be unlawful, defamatory, obscene, harmful, false, infringing or otherwise objectionable.
- 5.5 The Licensor reserves the right to suspend access to the Licensed Works in the event of any unauthorised use of the Licensed Works, in addition to any other available remedies.
- 5.6 Throughout the Licensed Work Term for each Licensed Work, if the Licensor is hosting that Licensed Work, Licensor shall itself provide, or arrange for the provision by a third party, of customer support services to the Member Organization.

6 FEES AND PAYMENT

- 6.1 In full consideration of the rights granted by the Licensor under this Agreement and for the Licensor's performance of its obligations under this Agreement, the Members will pay to the Licensor the fees due and owing for the purchase and hosting of the Licensed Works pursuant to the terms of Schedule C and any applicable sales, use, excise or similar taxes.
- 6.2 For Subscription Products, Subscription Periods shall be for one year's duration, beginning on the Activation Date. Perpetual Access Products shall provide for Hosting Periods of one year's duration, beginning on the Activation Date, and continuing for successive one-year periods thereafter unless and until the Member elects to self-host in which case, fees shall be adjusted at the annual renewal period.
- 6.3 During the Term, the Licensor will invoice the **Member Organization** annually before the end of the Term. Such invoice will be issued in accordance with the charges set forth in Schedule C to this Agreement. The **Member Organization** will remit payment within sixty (60) days of the invoice date.
- 6.4 In the event that the **Member Organization** fails to timely pay the Licensor the fees due, the Licensor shall deliver to the **Member Organization** written notice of such delinquency. If the delinquency is not cured within thirty (30) calendar days of the date of the notice, the Licensor may, in addition to any remedies available to it in connection with Paragraph 11.1, and without further notice, terminate the access of the Members and their Authorized Users to the Licensed Works without thereby incurring any liability to the Members or its Authorized Users pending such payment; and
- 6.5 Without waiving or limiting the above-referenced rights and remedies, the Licensor may charge interest at the rate of one (1) percent per month on any annual fees or other amounts owed by the Member that are not paid by it within thirty (30) days after receiving the Licensor's invoice.

7 ADDITIONAL TERMS

7.1 The terms in Annexes 1, 2, 3 and 4 shall only apply in the following circumstances:

- 7.1.1 For each Subscription Publication, the terms in Annex 1 shall apply in relation to that Publication.
- 7.1.2 If the Customer has purchased a Journals Subscription, the terms in Annex 2 shall apply in relation to that Journals Subscription.
- 7.1.3 For each Perpetual Access Publication, the terms in Annex 3 shall apply in relation to that Publication.
- 7.1.4 For each Non-Standard Publication, the relevant terms in Annex 4 shall apply in relation to that Publication.

8 ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Member acknowledges that all copyrights, patent rights, Licensor Trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Licensed Works (collectively the "Licensor Intellectual Property"), are owned or controlled by Licensor and that this Agreement does not convey to the Member Organization any right, title, or interest therein except for the right to use the Licensed Works in accordance with the terms and conditions of this Agreement.
- 8.2 The Member Organization acknowledges that neither it nor any Member or Authorized User may create any derivative work based on the Licensed Works except as permitted by Clause 2.2.4 or with the prior written permission of the Licensor.

9 REPRESENTATIONS AND WARRANTIES

- 9.1 LICENSOR REPRESENTS AND WARRANTS THAT IT HAS THE POWER TO ENTER INTO THIS AGREEMENT AND TO GRANT THE RIGHTS CONFERRED HEREIN TO THE MEMBER ORGANIZATION AND THAT THE LICENSED WORKS DO NOT VIOLATE OR INFRINGE UPON ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT OR CONTRACT RIGHT OF ANY THIRD PARTY.
- 9.2 LICENSOR PROVIDES THE LICENSED WORKS ON AN "AS IS" BASIS. SAVE AS PROVIDED ABOVE AND TO THE EXTENT PERMITTED BY LAW, LICENSOR GIVES NO WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION THAT (I) THE LICENSED WORKS WILL BE OF SATISFACTORY QUALITY, SUITABLE FOR ANY PARTICULAR PURPOSE OR FOR ANY PARTICULAR USE UNDER SPECIFIED CONDITIONS, NOTWITHSTANDING THAT SUCH PURPOSE, USE, OR CONDITIONS MAY BE KNOWN TO LICENSOR; OR (II) THAT THE LICENSED WORKS WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) THAT THE MATERIAL PUBLISHED IN THE LICENSED WORKS IS EITHER COMPLETE OR ACCURATE.
- 9.3 IN NO CIRCUMSTANCES WILL LICENSOR BE LIABLE TO THE MEMBER ORGANIZATION, MEMBER, OR ANY THIRD PARTY FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH LICENSOR DOES NOT HAVE DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OR OPERATOR ERRORS.
- 9.4 IN NO CIRCUMSTANCES WILL LICENSOR BE LIABLE TO THE MEMBER ORGANIZATION OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR LOSS OF PROFITS INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSSES ARISING FROM INACCURACIES IN, OR CORRUPTION CAUSED BY, THE LICENSED WORKS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE USE OF, OR INABILITY TO USE THE LICENSED WORKS.
- 9.5 THE MEMBER ORGANIZATION AGREES THAT THE ENTIRE LIABILITY OF LICENSOR TO THE MEMBER ORGANIZATION ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE LICENSED WORKS SHALL BE THE REFUND OF ANY SUMS ACTUALLY RECEIVED BY THE LICENSOR UNDER THIS AGREEMENT FOR THE AFFECTED LICENSED WORKS DURING THE TWELVE MONTH PERIOD IN WHICH THE CLAIM ARISES.
- 9.6 THE MEMBER ORGANIZATION WARRANTS THAT IT HAS IN PLACE APPROPRIATE POLICIES AND DISCIPLINARY PROCEDURES REGARDING THE MISUSE OF ONLINE TOOLS SUCH AS THE LICENSED WORK(S).
- 9.7 THE SIGNATORY FOR THE MEMBER ORGANIZATION OF THIS AGREEMENT REPRESENTS AND WARRANTS TO LICENSOR THAT S/HE HAS THE POWER AND AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE MEMBER ORGANIZATION, AND WHICH MEMBER ORGANIZATION AGREES TO BE BOUND BY ALL TERMS CONTAINED HEREIN.

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10 TERMINATION

- 10.1 The Member Organization may terminate this Agreement at any time for convenience provided that, in such case, no refund of any Charges shall be due.
- 10.2 Either party may terminate this Agreement forthwith by serving written notice on the other in the event that the other party commits a material breach of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days of a request to do so. Without limitation, a breach by the Member Organization, Members, or Authorized Users of the provisions of Clauses 2.3, 3.1, 3.3, 3.4 and 5.1 above would constitute a material breach of this Agreement. The rights in this Clause are in addition to any rights and remedies that may be available in law or equity.
- 10.3 If the Members pay the Charges due under this Agreement via a Subscription Agent, Licensor may terminate this Agreement or suspend access to any or all Licensed Works or any portion thereof without liability to the Members in the event the Subscription Agent fails to pay such sums to the Licensor. Members acknowledge that its sole remedy in such circumstances is against the Subscription Agent and not the Licensor. The Licensor's rights in this Clause are in addition to any rights and remedies that may be available in law or equity.
- 10.4 Upon termination of this Agreement, the Member Organization agrees to use reasonable efforts to ensure that Members continue to adhere to the provisions of this Agreement relating to any OUP intellectual property.
- 10.5 **The Member Organization may terminate this Agreement upon thirty (30) days' notice given by the Member Organization to Licensor if sufficient funds are not provided, allocated or allotted in future government-approved budgets of the Member Organization or reasonably available or expected to become available from other sources at the time the Member Organization's payment obligation attaches to permit the Member Organization, in the exercise of its reasonable administrative discretion, to continue this Agreement. Notwithstanding the foregoing, if access to the Licensed Works was provided but not yet paid for prior to termination, the Licensor will be entitled to receive a pro rata portion of the Charges attributable to the period of time that access was provided.**

11 GENERAL

- 11.1 This Agreement is personal to the Member Organization and the rights granted under it do not extend to its subsidiary or parent organizations, nor may such rights be assigned or sublicensed without the prior written consent of the Licensor. The Licensor may assign any or all of its rights and obligations under this Agreement to an affiliate, a successor to its business or a transferee of Licensor's right to publish and distribute any Licensed Work(s). The rights and obligations of this Agreement will bind and benefit any successors and permitted assigns of the parties. Any attempted assignment in violation of this Clause will be null and void and of no force or effect.
- 11.2 Except where expressly stated otherwise, all notices required to be given under this Agreement shall be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Agreement, or by electronic mail provided the Member Organization has acknowledged receipt of the notice; or such other address as the party concerned shall from time to time designate by notice pursuant to this Clause. Such notices shall be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All notices to Licensor shall be marked for the attention of the Group Legal Director. All notices to the Member Organization shall be marked for the attention of the contact named in the cover page of this Agreement.
- 11.3 Subject to Clause 11.4, this Agreement constitutes the entire agreement of the parties about its

subject matter, supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter.

- 11.4 Any existing perpetual access agreement between the Licensor and the Member Organization shall remain in effect in relation to perpetual access purchases already made under such agreement prior to this Agreement coming into force; provided however that any update(s) to such online products purchased by the Member Organization after this Agreement comes into force shall be treated as a Licensed Work and subject to the terms of this Agreement.
- 11.5 Subject to the requirements of any laws local to the parties, this Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. The parties agree to be bound by photocopy, scanned, facsimile, electronic, or other copies, which shall have the same effect for all purposes as an ink-signed original.
- 11.6 This Agreement may be amended:
- 11.6.1 by the Licensor, in its sole discretion, provided that the Licensor will use reasonable endeavors' such that the Member Organization will have sixty (60) days' prior written notice of any such proposed amendment and the Member Organization will have the option to terminate this Agreement by delivery to the Licensor of a written notice of the Member Organization's election to terminate this Agreement received by the Licensor within sixty (60) days of receipt of such notice; or
- 11.6.2 by agreement in writing executed by both parties.

Notice of any proposed amendments to this Agreement may be delivered to the Member Organization by the Licensor electronically through the Licensor's online customer support account management system.

- 11.7 Neither the Licensor nor the Member Organization shall be responsible to the other for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this Clause, the parties shall at all time use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.

In this section 11.8:

(i) "Official" includes any: (a) official or employee of any government or instrumentality of government, including any government-controlled commercial enterprise; (b) political party or party official; and (c) any candidate for political office; and

(ii) "Affiliate" shall mean, in relation to a party, a person who is, from time to time, a subsidiary or parent of that party, or is a subsidiary of that party's parent.

- 11.8.1 The Member Organization represents and warrants that it shall not act, or omit to act, in such a way as to give rise to a breach by it, or any of its Affiliates, of any applicable law related to bribery, corruption or any related matter, including, without limitation, the laws of the United States and the laws of England and Wales.

- 11.8.2 The Member Organization represents and warrants that it shall not offer, promise, pay, give or authorize (tacitly or otherwise) any financial or other advantage, on behalf of Licensor:

(i) To any person in order to induce that person improperly to perform a function or activity in connection with a business or organization, a person's employment or a public function; or

(ii) To any Official to influence that Official in connection with obtaining business or a business advantage for Licensor;

11.9 No provision in this Agreement is intended to be enforceable by any Third Party.

11.10 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.

11.11 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

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ANNEX 1 – ADDITIONAL TERMS FOR SUBSCRIPTION LICENSED WORKS

1. Except where expressly stated otherwise, the terms in this Annex shall only apply in relation to Subscription Licensed Works, if any, purchased under this Agreement.
2. Except as set out in Annex 2 or Annex 4 or where expressly agreed otherwise in writing, following the expiry of the Subscription Period the Member shall not be entitled to continuing access to the Subscription Licensed Work or any portion thereof.
3. For each Subscription Licensed Work, no later than 60 days before the end of the Subscription Period for that Licensed Work, the Licensor will notify the Member Organization of the renewal fees for the following 12 month period (or such other period as may be agreed by the parties) and shall invoice the Member Organization for this amount. Upon payment of such renewal fees, the Subscription Period for that Licensed Work shall be extended by that further period. Payment for that period shall be due to the Licensor within 60 days from the date of the invoice.

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ANNEX 2 – ADDITIONAL TERMS FOR A JOURNALS SUBSCRIPTION

1. Except where expressly stated otherwise, the terms in this Annex shall only apply in relation to a Journals Subscription, if any, purchased under this Agreement.
2. Subject to Clause 3 of this Annex, and notwithstanding the expiry of the Subscription Period the Member Organization shall be entitled to continuing access to the Journals or portion(s) thereof that were published for the first time during the Subscription Period on the same terms as this Agreement, provided that the Member Organization shall pay any relevant hosting fees, following the same procedure for Hosting Charges set out in Annex 3, Clauses 3(a)-(e).
3. If the Licensor ceases to hold the publication rights of any of the Licensed Works, and is no longer able to provide the access described in Clause 2 of this Annex, the Licensor shall make all reasonable efforts to ensure that continuing access is provided:
 - a. by the new publisher of the relevant Licensed Work; or
 - b. through Portico, CLOCKSS, or a similar 3rd party archive and in such case the Licensor shall provide all relevant details of the Member Organization and Members to the 3rd party in order to enable access to the 3rd party archive by the Member Organization and Members. Such access will be subject to the Member Organization fulfilling the 3rd party's terms and condition for access; or
 - c. by providing the Member Organization with an electronic copy of the relevant Licensed Works for the purpose of self-hosting. Such provision will be subject to Licensor approval and the parties agreeing additional terms and conditions in connection with the provision and self-hosting of such electronic copy.
4. ~~In this Clause, "Standard Rate Subscription" shall mean a full rate institutional subscription for Journals taken out by a Member directly with the Licensor (i.e. not via a consortium or network):~~
 - a. ~~The Charges are conditional on each Member retaining any Standard Rate Subscription that it held directly with the Licensor in the year preceding the Subscription Start Date.~~
 - b. ~~If a Member fails to renew any Standard Rate Subscription or replace any such Standard Rate Subscription with Standard Rate Subscription of an equal or higher value, then the Charges will be increased by an amount equivalent to the online only subscription rate current at the time of the Subscription Start Date for each cancelled Standard Rate Subscription.~~
 - e. ~~For the avoidance of doubt, Clause 4(b) of this Annex shall not apply if a Member has converted a Standard Rate Subscription to an online only model rate subscription.~~

ASSET JOURNAL
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ANNEX 3 – ADDITIONAL TERMS FOR PERPETUAL ACCESS LICENSED WORKS

1. Except where expressly stated otherwise, the terms in this Annex shall only apply in relation to Perpetual Access Licensed Works, if any, purchased under this Agreement.
2. For the avoidance of doubt, in the case of Perpetual Access Licensed Works, the Charges do not include perpetual access to any Updates. Should any Updates be published, they may be purchased by the Member Organization or Member, subject to a separate agreement at the relevant time and payment of an additional charge. Any Updates so purchased shall become part of the Licensed Works and subject to the terms of this Agreement.
3. Subject to Clause 4 of this Annex, the provisions relating to hosting services are as follows:
 - a. The Licensor shall calculate the Hosting Charges payable for hosting services on the basis of a rolling twelve (12) month period or such other hosting period as may be specified by the Licensor.
 - b. No later than sixty (60) days before the end of any current hosting period, the Licensor may send the Member Organization an invoice for the Hosting Charges for renewal of such hosting services for a further twelve (12) month period or such other period as may be specified by the Licensor. These Hosting Charges may be higher than the Hosting Charges for the then current hosting period. If the Member Organization does not pay the Hosting Charges prior to commencement of the hosting period to which they relate, the Licensor may terminate such hosting services on written notice to the Member Organization.
 - c. If the Licensor does not wish to continue hosting all or any of the Licensed Works, whether due to ceasing publication of the Licensed Work in question or otherwise, it will give the Member Organization not less than ninety (90) days' notice of the termination of such hosting services and will credit the Member Organization all hosting fees applicable to the unexpired term of the then current hosting period on a pro rata basis.
 - d. If, having opted to purchase hosting services provided by the Licensor, the Member Organization wishes to self-host, it may provide the Licensor with written notice of its intention no later than 90 days prior to the expiration of the then-current hosting period and, subject to Licensor approval, may terminate hosting services at the end of the then-current hosting period.
 - e. If the Licensor terminates such hosting services pursuant to Clauses 3(b) or 3(c) of this Annex, above, or if the Member Organization terminates such services pursuant to Clause 3(d) of this Annex, above, or if the Member Organization opts to self-host, the Licensor shall enable continuing use of the Licensed Works in question by providing the other party with an electronic file containing the content of the Licensed Works in XML format, or such other format as the Licensor may determine in its discretion, for the purpose of self-hosting. Such provision will be subject to Licensor approval and the parties agreeing additional terms and conditions in connection with the provision and self-hosting of such electronic copy. For the avoidance of doubt, the Licensor will not be obligated to provide the Member Organization with any Licensed Work or part(s) thereof that the Licensor no longer has the right to publish, license or otherwise distribute in this way. This Agreement shall apply (or shall continue to apply), regardless of who is hosting the Licensed Works, unless expressly stated otherwise herein.

4. Where the Licensor notifies the Member Organization that a Perpetual Access Licensed Work is subject to a maintenance fee, no Hosting Charges shall be payable. However, in order to receive Updates for such Licensed Works, the Licensor must receive payment of an annual maintenance fee, as follows:
- The Licensor shall calculate the maintenance fees payable for such Licensed Works on the basis of a rolling twelve (12) month period or such other period as may be specified by the Licensor.
 - No later than sixty (60) days before the end of any current period, the Licensor may send the Member Organization an invoice for the maintenance fee for a further twelve (12) month period or such other period as may be specified by the Licensor. These maintenance fees may be higher than the maintenance fees for the then current period. The Member Organization or Member shall not be entitled to receive any Updates in respect of such Licensed Works until all maintenance fees have been paid in respect of those Licensed Works.
5. Except where Licensor is merely acting as a distributor for a third party's content, if the Licensor ceases to hold the publication rights of any of the Perpetual Access Licensed Works, and is no longer able to provide access, the Licensor shall make all reasonable efforts to ensure that continuing access is provided:
- by the new publisher of the relevant Licensed Work; or
 - through Portico, CLOCKSS, or a similar 3rd party archive and in such case the Licensor shall provide all relevant details of the Member Organization and Members to the 3rd party in order to enable access to the 3rd party archive by the Member Organization and Members. Such access will be subject to the Member Organization fulfilling the 3rd party's terms and condition for access; or
 - by providing the Member Organization with an electronic copy of the relevant Licensed Works for the purpose of self-hosting. Such provision will be subject to Licensor approval and the parties agreeing additional terms and conditions in connection with the provision and self-hosting of such electronic copy.
6. **RIGHT OF CANCELLATION: PRE-PUBLICATION TITLES**
- If the Licensor accepts an order for Perpetual Access Licensed Works which includes any Pre-Publication Titles, the Licensor reserves the right, at any time prior to activating the Member's access to such Pre-Publication Titles, to amend or cancel such order (as may be appropriate) to remove any one or more such Pre-Publication Titles from the order and the scope of this Agreement. For the avoidance of doubt, any such amendment or cancellation under this Clause will not extend to or otherwise affect any Licensed Works in respect of which access has already been activated.
 - If the Licensor amends or cancels an order in accordance with Clause 6(a) of this Annex, its sole liability to the Member Organization or Member shall be limited to the repayment by the Licensor of any and all sums received by the Licensor under this Agreement in respect of the Pre- Publication Titles affected by such amendment or cancellation.

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ANNEX 4 – ADDITIONAL TERMS FOR NON-STANDARD LICENSED WORKS

1. The terms in this Clause 1 apply only in relation to each Licensed Work which is purchased under this Agreement for a three year subscription term with certain post-subscription access rights, as described in this Clause, and which is, or forms part of, Oxford Medicine Online (or such other Licensed Work which the parties agree is licensed to the Member on the basis set out in this Clause). Such Licensed Works are Non-Standard Licensed Works and shall be referred to specifically as “Three Year Non-Standard Subscription Licensed Work(s)”.
- a. For each Three Year Non-Standard Subscription Licensed Work, no later than 30 days before the end of the Subscription Period for that Licensed Work, the Licensor will notify the Member Organization of the renewal fees for the following 3 year period and shall invoice the Member Organization for this amount. Upon payment of such renewal fees, the Subscription Period for that Licensed Work shall be extended by a further 3 years. Payment for that period shall be due to the Licensor within 30 days from the date of the invoice.
- b. Clause 3 of Annex 1 shall not apply in relation to Three Year Non-Standard Subscription Licensed Works.
- c. Subject to Clause 1(d) of this Annex and notwithstanding the expiry of the Subscription Period for a Three Year Non-Standard Subscription Licensed Work, the Member shall be entitled to continuing access to that version of the Licensed Work licensed to it immediately before the date of such expiration, on the same terms as this Agreement, provided that the Member Organization shall pay any relevant hosting fees, following the same procedure for Hosting Charges set out in Annex 3, Clauses 3(a)-(e). For the avoidance of doubt, such continuing access shall not extend to any updates to the Licensed Works made by the Licensor on or after the expiry of the Subscription Period and shall not apply if this Agreement is otherwise terminated.
- d. Except where Licensor is merely acting as a distributor for a third party’s content, if the Licensor ceases to hold the publication rights of any of the Licensed Works, and is no longer able to provide the access described in Clause 1(c) of this Annex, the Licensor shall make all reasonable efforts to ensure that continuing access is provided:
 - i. by the new publisher of the relevant Licensed Work; or
 - ii. through Portico, CLOCKSS, or a similar 3rd party archive and in such case the Licensor shall provide all relevant details of the Member Organization and Members to the 3rd party in order to enable access to the 3rd party archive by the Member Organization and Members. Such access will be subject to the Member Organization fulfilling the 3rd party’s terms and condition for access; or
 - iii. by providing the Member Organization with an electronic copy of the relevant Licensed Works for the purpose of self-hosting. Such provision will be subject to Licensor approval and the parties agreeing to additional terms and conditions in connection with the provision and self-hosting of such electronic copy.

SCHEDULE A

JOURNALS

Acta Biochimica et Biophysica Sinica
Adaptation
Aesthetic Surgery Journal
African Affairs
Age and Ageing
Alcohol and Alcoholism
American Entomologist
American Journal of Agricultural Economics
American Journal of Clinical Pathology
American Journal of Epidemiology
American Journal of Hypertension
American Law and Economics Review
American Literary History
Analysis
Annals of Botany
Annals of Oncology
Annals of the Entomological Society of America
Annals of Work Exposures and Health
Applied Economic Perspectives and Policy
Applied Linguistics
Arbitration International
Archives of Clinical Neuropsychology
Aristotelian Society Supplementary Volume
Astronomy & Geophysics
Behavioral Ecology
Bioinformatics
Biometrika
BioScience
Biostatistics
Brain
Briefings in Bioinformatics
Briefings in Functional Genomics
British Medical Bulletin
British Yearbook of International Law
Cambridge Journal of Economics
Cambridge Journal of Regions, Economy and Society
Capital Markets Law Journal
Carcinogenesis

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Cardiovascular Research
Cerebral Cortex
CESifo Economic Studies
Chemical Senses
Children & Schools
Chinese Journal of International Law
Christian bioethics: Non-Ecumenical Studies in Medical Morality
Classical Receptions Journal
Clinical Infectious Diseases
Community Development Journal
Contemporary Women's Writing
Contributions to Political Economy
Current Legal Problems
Digital Scholarship in the Humanities
Diplomatic History
Early Music
Economic Policy
ELT Journal
English: Journal of the English Association
Environmental Entomology
Environmental History
EP Europace
Essays in Criticism
European Heart Journal
European Heart Journal - Cardiovascular Imaging
European Journal of Cardio-Thoracic Surgery
European Journal of International Law
European Journal of Orthodontics
European Journal of Public Health
European Review of Agricultural Economics
European Review of Economic History
European Sociological Review
Family Practice
FEMS Microbiology Ecology
FEMS Microbiology Letters
FEMS Microbiology Reviews
FEMS Yeast Research
Foreign Policy Analysis
Forestry: An International Journal of Forest Research
Forum for Modern Language Studies
French History
French Studies
Geophysical Journal International
German History

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Glycobiology
Health & Social Work
Health Education Research
Health Policy and Planning
Health Promotion International
History Workshop Journal
Holocaust and Genocide Studies
Human Molecular Genetics
Human Reproduction
Human Reproduction Update
Human Rights Law Review
ICES Journal of Marine Science
ICSID Review - Foreign Investment Law Journal
ILAR Journal
IMA Journal of Applied Mathematics
IMA Journal of Management Mathematics
IMA Journal of Mathematical Control and Information
IMA Journal of Numerical Analysis
Industrial and Corporate Change
Industrial Law Journal
Integrative and Comparative Biology
Interacting with Computers
International Data Privacy Law
International Health
International Immunology
International Journal for Quality in Health Care
International Journal of Constitutional Law
International Journal of Epidemiology
International Journal of Law and Information Technology
International Journal of Law, Policy and the Family
International Journal of Lexicography
International Journal of Public Opinion Research
International Journal of Refugee Law
International Journal of Transitional Justice
International Mathematics Research Notices
International Political Sociology
International Relations of the Asia-Pacific
International Studies Perspectives
International Studies Quarterly
International Studies Review
ISLE: Interdisciplinary Studies in Literature and Environment
ITNOW
Japanese Journal of Clinical Oncology
Jerusalem Review of Legal Studies

JNCI: Journal of the National Cancer Institute
Journal of African Economies
Journal of American History
Journal of Analytical Toxicology
Journal of Antimicrobial Chemotherapy
Journal of Chromatographic Science
Journal of Church and State
Journal of Competition Law & Economics
Journal of Conflict and Security Law
Journal of Consumer Research
Journal of Crohn's and Colitis
Journal of Design History
Journal of Economic Entomology
Journal of Economic Geography
Journal of Environmental Law
Journal of European Competition Law & Practice
Journal of Experimental Botany
Journal of Financial Econometrics
Journal of Global Security Studies
Journal of Heredity
Journal of Human Rights Practice
Journal of Intellectual Property Law & Practice
Journal of International Criminal Justice
Journal of International Dispute Settlement
Journal of International Economic Law
Journal of Islamic Studies
Journal of Logic and Computation
Journal of Mammalogy
Journal of Medical Entomology
Journal of Molecular Cell Biology
Journal of Molluscan Studies
Journal of Music Therapy
Journal of Neuropathology & Experimental Neurology
Journal of Pediatric Psychology
Journal of Petrology
Journal of Plankton Research
Journal of Plant Ecology
Journal of Public Administration Research and Theory
Journal of Public Health
Journal of Refugee Studies
Journal of Semantics
Journal of Semitic Studies
Journal of Social History
Journal of Survey Statistics and Methodology

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Journal of the American Academy of Religion
Journal of the American Medical Informatics Association
Journal of the History of Collections
Journal of the History of Medicine and Allied Sciences
Journal of the International Commission on Radiation Units and Measurements
Journal of the Pediatric Infectious Diseases Society
Journal of Travel Medicine
Journal of Tropical Pediatrics
Laboratory Medicine
Law, Probability and Risk
Literary Imagination
Literature and Theology
Logic Journal of the IGPL
Mammalian Species
Mathematical Medicine and Biology: A Journal of the IMA
Medical Law Review
Medical Mycology
MELUS
MHR: Basic science of reproductive medicine
Microscopy
Mind
Modern Judaism - A Journal of Jewish Ideas and Experience
Molecular Biology and Evolution
Monthly Notices of the Royal Astronomical Society
Music and Letters
Music Theory Spectrum
Music Therapy Perspectives
Mutagenesis
Nephrology Dialysis Transplantation
Neuro-Oncology
Nicotine and Tobacco Research
Notes and Queries
Nutrition Reviews
OAH Magazine of History
Occupational Medicine
Oxford Art Journal
Oxford Economic Papers
Oxford Journal of Legal Studies
Oxford Review of Economic Policy
Pain Medicine
Parliamentary Affairs
Past & Present
Pathogens and Disease
Philosophia Mathematica

Plant and Cell Physiology
Policing: A Journal of Policy and Practice
Poultry Science
Proceedings of the Aristotelian Society
Protein Engineering, Design and Selection
Public Health Ethics
Public Opinion Quarterly
Public Policy & Aging Report
Publications of the Astronomical Society of Japan
Publius: The Journal of Federalism
QJM: An International Journal of Medicine
Radiation Protection Dosimetry
Refugee Survey Quarterly
Reports of Patent, Design and Trade Mark Cases
Research Evaluation
Review of Environmental Economics and Policy
Review of Finance
Rheumatology
Schizophrenia Bulletin
Science and Public Policy
Screen
Social Forces
Social History of Medicine
Social Politics: International Studies in Gender, State & Society
Social Problems
Social Science Japan Journal
Social Work
Social Work Research
Socio-Economic Review
Sociology of Religion
Statute Law Review
Systematic Biology
Teaching Mathematics and its Applications: An International Journal of the IMA
The American Historical Review
The American Journal of Jurisprudence
The British Journal for the Philosophy of Science
The British Journal of Aesthetics
The British Journal of Criminology
The British Journal of Social Work
The Cambridge Quarterly
The Chinese Journal of International Politics
The Computer Journal
The English Historical Review
The Gerontologist

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The Journal of Applied Poultry Research
The Journal of Biochemistry
The Journal of Deaf Studies and Deaf Education
The Journal of Hindu Studies
The Journal of Infectious Diseases
The Journal of Law, Economics, and Organization
The Journal of Medicine and Philosophy: A Forum for Bioethics and Philosophy of Medicine
The Journal of Theological Studies
The Journal of World Energy Law & Business
The Journals of Gerontology: Series A
The Journals of Gerontology: Series B
The Leo Baeck Institute Year Book
The Library
The Monist
The Musical Quarterly
The Opera Quarterly
The Oral History Review
The Philosophical Quarterly
The Quarterly Journal of Economics
The Quarterly Journal of Mathematics
The Quarterly Journal of Mechanics and Applied Mathematics
The Review of Asset Pricing Studies
The Review of Corporate Finance Studies
The Review of Economic Studies
The Review of English Studies
The Review of Financial Studies
The World Bank Economic Review
The World Bank Research Observer
The Year's Work in Critical and Cultural Theory
The Year's Work in English Studies
Toxicological Sciences
Transactions of The Royal Society of Tropical Medicine and Hygiene
Tree Physiology
Trusts & Trustees
Twentieth Century British History
Uniform Law Review
Western Historical Quarterly
Yearbook of European Law
Yearbook of International Environmental Law

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 CANCEL

SCHEDULE B

MEMBER ORGANIZATION'S MEMBER LIST

<i>Biblioteca de Congreso Nacional</i>
<i>Comisión Chilena de Energía Nuclear</i>
<i>Comisión Nacional De Acreditación</i>
<i>Conicyt / Secretaría Ejecutiva de Cincel</i>
<i>Consejo Nacional De Producción Limpia</i>
<i>Centro de Genómica Nutricional Agro acuícola (CGNA)</i>
<i>Corporación De Fomento De La Producción</i>
<i>Centro de Estudios del Cuaternario de Fuego (CEQUA)</i>
<i>Centro de Estudios Avanzados en Zonas Áridas (CEAZA)</i>
<i>Fundación Chile</i>
<i>Fundación Ciencia para la Vida</i>
<i>Fundación Paz Ciudadana</i>
<i>INIA Instituto de Investigaciones Agropecuarias</i>
<i>Instituto Antártico Chileno (INACH)</i>
<i>Instituto de Fomento Pesquero</i>
<i>Instituto Forestal - INFOR</i>
<i>Instituto Médico Legal</i>
<i>Instituto Nacional De Propiedad Industrial</i>
<i>Ministerio de Educación</i>
<i>Museo Nacional de Historia Natural</i>
<i>Pontificia Universidad Católica de Chile</i>
<i>Pontificia Universidad Católica de Valparaíso</i>
<i>Servicio Hidrográfico y Oceanográfico de la Armada</i>
<i>Servicio Nacional de Geología y Minería</i>
<i>Subsecretaría de Economía</i>
<i>Subsecretaría de Salud Pública</i>
<i>Universidad Academia de Humanismo Cristiano</i>
<i>Universidad Adolfo Ibáñez</i>
<i>Universidad Alberto Hurtado</i>
<i>Universidad Andrés Bello</i>
<i>Universidad Arturo Prat</i>
<i>Universidad Austral de Chile</i>
<i>Universidad Autónoma</i>
<i>Universidad Bernardo O'Higgins</i>
<i>Universidad Católica Cardenal Raúl Silva Henríquez</i>
<i>Universidad Católica de la Santísima Concepción</i>
<i>Universidad Católica de Temuco</i>
<i>Universidad Católica Del Maule</i>
<i>Universidad Católica Del Norte</i>
<i>Universidad Central</i>
<i>Universidad de Antofagasta</i>
<i>Universidad de Atacama</i>
<i>Universidad de Aysén</i>

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Universidad de Chile
Universidad de Concepción
Universidad de la Frontera
Universidad de la Serena
Universidad De Las Américas
Universidad de los Andes
Universidad de Los Lagos
Universidad de Magallanes
Universidad de O'Higgins
Universidad de Playa Ancha de Ciencias de la Educación
Universidad de Santiago de Chile
Universidad de Talca
Universidad de Tarapacá
Universidad de Valparaíso
Universidad de Viña del Mar
Universidad Del Bio Bio
Universidad del Desarrollo
Universidad Diego Portales
Universidad Finis Terrae
Universidad Mayor
Universidad Metropolitana de Ciencias de la Educación
Universidad San Sebastián
Universidad Santo Tomás
Universidad Técnica Federico Santa María
Universidad Tecnológica de Chile
Universidad Tecnológica Metropolitana

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SCHEDULE C

CHARGES

Option 1: Current collection CINCEL (titles of the year 2016) + option to add any new title

YEAR	ANNUAL INCREASE
2018	3% = \$ 506,076.49 USD
2019	3.5%
2020	3.5%
Choose (pick and choose) any new title	10% premium + value of existing subscriptions of individual institutions inside CINCEL
New member value	\$500.00 USD

Price paid in 2017 \$ 494,844.99

LESS: Credit for titles migrated from the collection \$ 3,508.59

2017 adjusted price, base renovation \$ 491,336.40

Increase for the current collection \$ 14,740.09

Total payable in 2018 for renovation current content \$ 506,076.49

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