



ELSEVIER SUBSCRIPTION AGREEMENT

This agreement ("Agreement") is entered into as of 16 December 2019 by and between **Grand Valley State University**, 1 Campus Dr, Allendale, MI 49401, USA (the "Subscriber"), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands ("Elsevier").

The parties hereto agree as follows:

SECTION 1. SUBSCRIPTION.

1.1 *Subscribed Products.*

Elsevier hereby grants to the Subscriber the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 1 ("Subscribed Products") and provide the Subscribed Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.

1.2 *Authorized Users/Sites.*

Authorized Users are the full-time and part-time students, faculty, staff and researchers of the Subscriber and individuals who are independent contractors or are employed by independent contractors of the Subscriber affiliated with the Subscriber's locations listed on Schedule 2 (the "Sites") and individuals using computer terminals within the library facilities at the Sites permitted by the Subscriber to access the Subscribed Products for purposes of personal research, education or other non-corporate use ("Walk-in Users").

1.3 *Authorized Uses.*

Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, download and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User;
- incorporate links to the Subscribed Products on the Subscriber's intranet and internet websites and in electronic coursepacks, reserves and course management systems and instructor websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier;
- provide print or electronic copies of individual items from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use;
- store individual journal articles from the ScienceDirect Subscribed Products in the private library of a social networking site for the Authorized User's own personal use only;
- share individual journal articles from the ScienceDirect Subscribed Products with third party colleagues individually for their scholarly or research use;
- share individual journal articles from the ScienceDirect Subscribed Products with a limited number of third party colleagues as part of an invitation only working group on non-commercial platforms or tools, for personal, scholarly or research use;
- access, search, browse, view, print, make electronic copies and store for the exclusive use of such Authorized User certain journal articles and book chapters from the ScienceDirect® online service that are not subscribed to as part of the Subscribed Products, with each

twenty-four (24) hour access period for a selected article or chapter, a “Transaction.”; and

- if the Authorized User is a librarian/information specialist, access, search, browse, view, print, make electronic copies and store a Transaction for the exclusive use of another Authorized User.

The Subscriber may:

- deliver journal articles from Subscribed Titles (as defined herein) and, if any, book chapters from the ScienceDirect Subscribed Products to fulfill requests as part of the practice commonly known as “interlibrary loan” from non-commercial libraries located within the United States, provided that the Subscriber’s staff reviews the requests and fulfills the requests in compliance with Section 108 of the U.S. Copyright Law (17 U.S.C. § 108) and the Guidelines for the Proviso of Subsection 108(g)(2) (Final Report of the National Commission on New Technological Uses of Copyrighted Works, 1978).

The Subscriber:

- (i) may extract and index Data from the Published Journal Articles/Published Book Chapters from Authors included in the Subscribed Products to index and store these in perpetuity in the Subscriber’s Institutional Repository by implementing the ScienceDirect APIs as outlined in the use case at: http://dev.elsevier.com/ir_cris_vivo.html; and
- (ii) may, in the user interface of the Institutional Repository, publicly display abstracts or Snippets thereof and dynamically display, via a ScienceDirect API, a first page PDF preview or, subject to the user authentication, the Full PDF of Published Journal Article/Published Book Chapter for which the Subscriber has indexed Data. Abstracts may only be displayed on the abstract records on the Subscriber data’s websites, all other services of the Institutional Repository, such as (but not limited to) alerts, e-mail services and API’s may only display Snippets but not abstracts.

In connection with the storage of Data from the Published Journal Articles/Published Book Chapters from Authors in the Subscriber’s Institutional Repository, the Subscriber will:

- (i) integrate the Institutional Repository software with Elsevier’s APIs in accordance with the API Documentation;
- (ii) display clear indicators informing users of the Institutional Repository in case they are entitled to the Published Journal Article/Published Book Chapter next to each instance where Data are displayed;
- (iii) ensure links to the relevant Published Journal Article/Published Book Chapters landing page in the Subscribed Product are available as part of the displayed Data. In the event links to multiple instances of the full text article/book chapter are displayed, the Subscriber will ensure that the link to the Published Journal Article/Published Book Chapter is displayed more prominently than the links to the other versions of the article/book chapter;
- (iv) undertake reasonable efforts to ensure that Accepted Manuscripts bear a CC BY-NC-ND license and link back to the Published Journal Article/Published Book Chapter on ScienceDirect;
- (v) ensure the indexes only include Data and no other parts of the Published Journal Articles/Published Book Chapters; and
- (vi) remove illicit versions of Published Journal Articles on the terms which are set out here:

<https://www.elsevier.com/about/company-information/policies/hosting> upon Elsevier's request and allow Elsevier to review the implementation of the Data into the Institutional Repository. Elsevier will have the right to suggest improvements to the display of the search results for the Published Journal Articles/Published Book Chapters that are available on the Elsevier site.

The Subscriber recognizes that Elsevier wants to ensure that the Institutional Repository will not share personal or private information, including user identities. In the event the Institutional Repository collects or otherwise processes or uses personal data the Subscriber will be responsible for complying with the relevant data protection and privacy laws.

In connection with the storage of Data from the Published Journal Articles/Published Book Chapters from Authors in the Subscriber's Institutional Repository, Elsevier will:

- (i) render and (if applicable) embed via a ScienceDirect API first page PDF previews and, subject to the user authentication, the Full PDFs of the Published Journal Articles/Published Book Chapters in the pages of the Institutional Repository.

As used in this section regarding the storage of Data from the Published Journal Articles/Published Book Chapters from Authors in the Subscriber's Institutional Repository:

"Authors" means employees, students and other staff of the Subscriber and independent contractors appointed by the Subscriber.

"Accepted Manuscript" means an author's version of the manuscript of a journal article or book chapter that has been accepted for publication and which typically includes author-incorporated changes suggested during submission, and editor-author communications. Accepted Manuscripts should not be added to or enhanced in any way in order to appear more like, or to substitute for, the Published Journal Article/Published Book Chapter.

"CC BY-NC-ND" (Creative Commons Attribution – Non Commercial – No Derivatives) means Creative Commons license for non-commercial purposes. CC BY-NC-ND allows others to distribute and copy the Accepted Manuscript for non-commercial purposes, as long as they credit the author(s) (with a link to the formal publication through the relevant DOI), provide a link to the license, and do not represent that the licensor endorses the use made of the article/book chapter. If the user alters or revises the Published Journal Article/Published Book Chapter in any way, it cannot distribute the modified version of the article/book chapter to others.

"Data" will be limited to the following: index terms, bibliographic information, headers, references, digital object identifiers, embargo end dates, keywords, author affiliation, Snippets and abstracts, or any other data when included, of the full text articles/book chapters.

"Institutional Repository" means the Subscriber's secure database system that Subscriber uses to collect, preserve and disseminate information about the intellectual output of the Subscriber's institute(s).

"Published Book Chapter" means the definitive final record of published research that appears, or will appear, in the book and embodies all value-adding publisher activities including copy-editing, formatting and (if relevant) pagination, and online enrichment.

"Published Journal Article" means the definitive final record of published research that appears, or will appear, in the journal and embodies all value-adding publisher activities including copy-editing, formatting and (if relevant) pagination, and online enrichment.

"Snippets" mean a short contextually relevant query-dependent text or data which may include bibliographic metadata as well as a maximum of 120 words of query-dependent text from

individual Published Journal Articles/Published Book Chapters.

1.4 *Restrictions on Use of Subscribed Products.*

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;
- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Subscribed Products;
- substantially or systematically reproduce, retain, store locally, redistribute or disseminate online the Subscribed Products; or
- post individual items from the Subscribed Products on social networking sites.

Authorized Users who are individuals who are independent contractors or are employed by independent contractors may use the Subscribed Products only for the purposes of the contracted research work for the Subscriber.

1.5 *Intellectual Property Ownership.*

The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution or dissemination online of the Subscribed Products could materially and irreparably harm Elsevier and its suppliers.

Notwithstanding anything to the contrary contained in this Agreement, more extensive usage terms might be permitted for open access content in the Subscribed Products as identified in the individual journal article as stated in the applicable user (e.g. CC) license.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 *Access to Subscribed Products.*

Elsevier will make the Subscribed Products accessible to the Subscriber and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein, upon receipt by Elsevier of this Agreement document in the territory of The Netherlands, as duly signed by the Subscriber, which acceptance will be evidenced and timestamped by an authorised representative of Elsevier in the Netherlands.

2.2 *Quality of Service.*

Elsevier will use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

2.3 *Withdrawal of Content.*

Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing.

2.4 *Usage Data Reports.*

Elsevier will make usage data reports on the Subscriber's usage activity available as described at https://www.elsevier.com/sd_usage_reports. Such reports may be accessed by vendors or other third parties retained by the Subscriber only with the express written permission of Elsevier and for the purpose of usage analysis of the Subscriber.

SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

3.1 *Authentication.*

Access to the Subscribed Products will be authenticated by the use of Internet Protocol ("IP") address(es) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as identified on Schedule 2. Distribution of usernames, passwords, credentials or otherwise providing remote access to the Subscribed Products by Authorized Users who are Walk-in Users is not permitted.

3.2 *Protection from Unauthorized Access and Use.*

The Subscriber will:

- take appropriate measures to protect against the misuse or unauthorized access, whether by the Subscriber or any third party, through or to (a) the Subscriber's credentials used to access the Subscribed Products; and (b) the Subscribed Products and/or information derived therefrom;
- manage identification, use, access and control of all credentials used to access the Subscribed Products in an appropriately secure manner, including, but not limited to, by:
 - limiting access to and use of the Subscribed Products to Authorized Users and notifying all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
 - issuing any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulging any passwords or credentials to any third party, and notifying all Authorized Users not to divulge any passwords or credentials to any third party; and
 - providing true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by the Subscriber (including, if requested by Elsevier, written confirmation by the relevant third party internet service provider) and proactively informing Elsevier of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber.
- without undue delay, deactivate any credentials when no longer needed or where access presents a security risk;
- implement appropriate policies and procedures to seek to ensure that all use of the Subscribed Products is for its legitimate business purposes and in compliance with all terms and conditions herein;
- implement and maintain its own appropriate program for credentials management and will use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to the Subscriber by Elsevier from time to time in writing;

- on an appropriate basis, review access to the Subscribed Products by its passwords or credentials used to access the Subscribed Products to ensure that such access was in compliance with all terms and conditions herein; and
- promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform Elsevier and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Subscriber suspend the access from where the unauthorized use occurred upon notice to the Subscriber. The Subscriber will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof. The Subscriber will be responsible for the adherence to the terms and conditions of this Agreement by a third party provider the Subscriber engages, in particular, if such third party provider supplies and manages IP addresses.

3.3 Security Requirements.

The Subscriber agrees that the Subscriber will have in place documented policies and procedures, which may be reviewed, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information. The Subscriber will promptly notify Elsevier if it determines that there has been a breach of such safeguards if such breach results in a compromise of any information provided hereunder and cooperate with Elsevier's reasonable requests surrounding such breach including taking appropriate steps to end such activity and to prevent any recurrence.

SECTION 4. FEES AND PAYMENT TERMS.

The Subscriber will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within thirty (30) days of date of invoice for the Fees due for first year of the Term and, thereafter, no later than 15 December for the Fees due for the following year of the Term. Late payments will be subject to interest charges of 1% per month on the unpaid balance. In addition to other remedies provided in this Agreement, Elsevier reserves the right to suspend access to the Subscribed Products upon thirty (30) days' prior written notice and without incurring liability if 1) the full amount of any Elsevier invoice hereunder has not been paid within the agreed payment deadline or 2) any invoice is outstanding under previous subscription agreements between parties for the Subscribed Products. The suspension of the Subscriber's access for non-payment or on any other grounds provided herein is without prejudice to the Subscriber's obligation to pay its outstanding and future invoice amounts in full. Elsevier and the Subscriber acknowledge that the Fees payable under this Agreement are not in the nature of royalties and consequently no withholding tax should be applied to the Fees. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Subscriber will be liable for any such taxes in addition to the Fees.

SECTION 5. TERM.

5.1 Term.

The term of this Agreement will commence on 01 January 2020 and continue through and including 31 December 2022 ("Initial Term").

5.2 Renewal.

After the Initial Term, this Agreement will be automatically renewed for successive one-year terms (each a "Renewal Term"), and the Fees will be increased by the then current standard Elsevier price increase, unless either party gives notice to the other by 1 August prior to the end of the then current term that it does not intend to renew. The Initial Term and each Renewal Term are collectively the "Term".

5.3 *Early Termination Due To Insufficient Budgetary Allotment From Government.*

The Subscriber may terminate this Agreement upon thirty (30) days notice given by the Subscriber to Elsevier if sufficient funds are not provided, allocated or allotted in future government-approved budgets of the Subscriber or reasonably available or expected to become available from other sources at the time the Subscriber's payment obligation attaches to permit the Subscriber, in the exercise of its reasonable administrative discretion, to continue this Agreement. Notwithstanding the foregoing, if access to the Subscribed Products was provided but not yet paid for prior to termination, Elsevier will be entitled to receive a pro rata portion of the Fees attributable to the period of time that access was provided.

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 *Warranties.*

Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

6.2 *Indemnities.*

Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this Agreement.

6.3 *Disclaimer.*

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED "AS IS" AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 *Limitation of Liability.*

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, nor will the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

SECTION 7. GENERAL.

7.1 *Force Majeure.*

Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) will be deemed a breach of this Agreement.

7.2 *Severability.*

The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

7.3 *Entire Agreement.*

This Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein.

7.4 *Modification.*

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties, except for changes reflecting substituted titles, IP addresses, authentication mechanisms, invoicing and contact address details which may be confirmed by Elsevier in an email notice sent to the Subscriber.

7.5 *Assignment.*

The Subscriber will not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld.

7.6 *Privacy.*

To the extent that Authorized Users provide any personal data to Elsevier during account registration or otherwise, the Subscriber acknowledges that such information will be collected, used and disclosed by Elsevier in accordance with the Elsevier privacy policy applicable to the Subscribed Products.

7.7 *Notices.*

All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

If to Elsevier: Elsevier B.V. c/o Regional Sales Office, Elsevier Inc., 230 Park Avenue, Suite 800, New York, NY 10169, USA.

If to the Subscriber: Grand Valley State University, 1 Campus Dr, Allendale, MI 49401, USA.

7.8 *Compliance with Laws.*


Each party will comply with all applicable laws and regulations relating to its duties and obligations under this Agreement. Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is prohibited from receiving such access based on any applicable export control and trade sanctions laws or embargo programs.

7.9 *Execution.*

This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures.

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

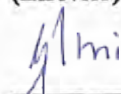
GRAND VALLEY STATE UNIVERSITY
(Subscriber)



Name: Cara Cadena

Title: Head of Collections and Digital Scholarship

ELSEVIER B.V.
(Elsevier)



Name: Gino Ussi

Title: Executive Vice President Research Solution Sales

15-Jan-2020 08:18:59 UTC

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No. 1-18306750009

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1
Subscribed Products/Access/Fees

GRAND VALLEY STATE UNIVERSITY

No. 1-18306750009

| Subscribed Products – publisher | Access | 2020 USD | 2021 USD | 2022 USD |
|--|-------------------|---------------------|---------------------|---------------------|
| ScienceDirect® online – Elsevier B.V. | sciencedirect.com | | | |
| Complete Collection | | | | |
| • <i>Total Electronic Subscription</i> | | \$410,218.33 | \$424,575.97 | \$439,436.13 |
| • <i>Total Subscription Turnover</i> | | \$410,218.33 | \$424,575.97 | \$439,436.13 |
| • Electronic Subscription Fee (10 % discounted) | | \$369,196.62 | \$382,118.50 | \$395,492.65 |
| • Content Fee 9.2 % | | \$37,740.04 | \$39,060.94 | \$40,428.07 |
| Transferred Titles Fee | | \$3,594.20 | \$3,720.00 | \$3,850.20 |
| Cell Press Collection Fee | | \$3,804.32 | \$3,937.47 | \$4,075.28 |
| TOTAL FEES | | \$414,335.18 | \$428,836.91 | \$443,846.20 |

Adjustment of Fees

After the initial year of the Term, the Fees for the Subscriber's Journal Collection(s) will be subject to an adjustment to account for any titles removed from the Journal Collection(s) during the remainder of the Term of this Agreement.

Journal Collection(s)

The Subscriber's Journal Collection(s) is described in Schedule 1.1.

Transaction Fee

The Subscriber may purchase pre-paid Transactions ("PPT") upon mutual agreement of the parties in writing. Unused PPT will be forfeited one (1) year after issue or upon termination of this Agreement, whichever is earlier.

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1.1
Journal Subscription

Journal Collection(s):

Complete Collection: Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 2011 identified on Annex A to Schedule 1.1.

Cell Press Collection: Electronic access to the full text of all articles from the Cell Press journal titles published since 1 January 1995 identified on Annex A to Schedule 1.1.

ELSEVIER SUBSCRIPTION AGREEMENT

Schedule 1.1

Journal Subscription

Option to Substitute Subscribed Titles

The Subscriber may substitute any of the subscribed journal titles identified on Annex A to Schedule 1.1 ("Subscribed Titles") with one or more journal titles of total comparable value (in current year list price) once annually upon notice to Elsevier by 1 August prior to the start of the next calendar year or at any time upon mutual agreement of the parties in writing. The foregoing does not apply to the Cell Press Collection.

Option to Substitute Withdrawn Subscribed Titles

The Subscriber may substitute any withdrawn Subscribed Titles with one or more journal titles of total comparable value (in current year list price) at any time upon notice to Elsevier.

Transferred Titles

Society journal titles for which the Subscriber holds an electronic subscription through a third-party publisher whose publication rights are transferred to Elsevier and made accessible on ScienceDirect during the Term ("Transferred Titles") will be deemed Subscribed Titles effective as of the date of transfer and for the then current publication year and the publication years previously paid unless and until the Subscriber notifies Elsevier that it no longer wishes to continue such electronic subscription on ScienceDirect. The option to substitute Subscribed Titles does not apply to Transferred Titles.

Post Termination Access to Subscribed Titles

Upon termination of all of the Subscriber's annual subscriptions on ScienceDirect online, the Subscriber may, at its option, (1) acquire, load and technically format on a server that enables access and use by Authorized Users an electronic copy of all or part of its Subscribed Titles for the publication years paid for cost and/or (2) continue to access such Subscribed Titles online for an annual access fee based on the number of full-text articles downloaded from such titles during the prior twelve (12) months at a rate of US\$0.081 per download, with a minimum annual fee of US\$500 (adjusted annually for inflation and cost increases) for the Subscriber's access to the platform, in accordance with the usage provisions of this Agreement, which provisions will survive the termination of the Agreement. Elsevier will make available for inspection by a duly authorized auditor of the Subscriber, at the Subscriber's sole expense, the records concerning the calculation of the annual access fee once per year during regular business hours upon thirty (30) days written notice to Elsevier. If an electronic copy is selected, the Subscriber will for a period of five (5) years from delivery of the electronic copy provide, on a monthly basis, to Elsevier complete and accurate usage data reports on the Subscriber's on-site usage activity in a mutually agreed upon format. Elsevier will be entitled to inspect the Subscriber's records of usage once per year during regular business hours upon reasonable notice to the Subscriber. The electronic copy may not contain links and other features and functionality associated with the online version. If a particular Subscribed Title is withdrawn by Elsevier or not renewed by the Subscriber, but the Subscriber remains a ScienceDirect online annual subscription subscriber, the Subscriber may continue to access online, at no additional charge, such formerly Subscribed Title for the publication years paid provided that Elsevier continues to hold the electronic rights thereto.

**Annex A to Schedule 1.1
Subscribed Titles**

GRAND VALLEY STATE UNIVERSITY

| Product ID | ISSN | Subscribed Title (online only) |
|------------|-----------|---|
| 00336 | 0001-4575 | Accident Analysis & Prevention |
| 13240 | 0002-8703 | American Heart Journal |
| 13226 | 0735-6757 | American Journal of Emergency Medicine |
| 13170 | 0196-6553 | American Journal of Infection Control |
| 13246 | 0002-9378 | American Journal of Obstetrics & Gynecology |
| 07689 | 0749-3797 | American Journal of Preventive Medicine |
| 12002 | 0003-2697 | Analytical Biochemistry |
| 12602 | 0003-3472 | Animal Behaviour |
| 14037 | 1081-1206 | Annals of Allergy, Asthma & Immunology |
| 00689 | 0160-7383 | Annals of Tourism Research |
| 03001 | 0003-6870 | Applied Ergonomics |
| 13158 | 0897-1897 | Applied Nursing Research |
| 05093 | 0304-3770 | Aquatic Botany |
| 12007 | 0003-9861 | Archives of Biochemistry and Biophysics |
| 13310 | 0003-9993 | Archives of Physical Medicine and Rehabilitation |
| 13191 | 0883-9417 | Archives of Psychiatric Nursing |
| 04241 | 0005-7894 | Behavior Therapy |
| 00265 | 0005-7967 | Behaviour Research and Therapy |
| 12009 | 0006-291X | Biochemical and Biophysical Research Communications |
| 12010 | 0278-2626 | Brain and Cognition |
| 07402 | 0007-6813 | Business Horizons |
| 05324 | 0009-2541 | Chemical Geology |
| 00362 | 0045-6535 | Chemosphere |
| 00556 | 0190-7409 | Children and Youth Services Review |
| 00586 | 0145-2134 | Child Abuse & Neglect |
| 03009 | 0268-0033 | Clinical Biomechanics |
| 07696 | 0899-7071 | Clinical Imaging |
| 00652 | 0272-7358 | Clinical Psychology Review |
| 12821 | 0009-9260 | Clinical Radiology |
| 12022 | 0010-0285 | Cognitive Psychology |
| 12742 | 1744-3881 | Complementary Therapies in Clinical Practice |
| 07452 | 8755-4615 | Computers and Composition |
| 00347 | 0360-1315 | Computers & Education |
| 00398 | 0098-3004 | Computers & Geosciences |
| 12026 | 0273-2297 | Developmental Review |
| 13237 | 0011-5029 | Disease-A-Month |
| 07453 | 0885-2006 | Early Childhood Research Quarterly |
| 05329 | 0012-8252 | Earth-Science Reviews |
| 05102 | 0304-3800 | Ecological Modelling |
| 05330 | 0013-7952 | Engineering Geology |
| 12876 | 1525-5050 | Epilepsy & Behavior |
| 10005 | 0171-9335 | European Journal of Cell Biology |
| 07645 | 1090-5138 | Evolution and Human Behavior |
| 12032 | 0014-4886 | Experimental Neurology |
| 12029 | 0014-4983 | Explorations in Economic History |
| 07647 | 0015-0282 | Fertility and Sterility |

| Product ID | ISSN | Subscribed Title (online only) |
|------------|-----------|---|
| 05106 | 0378-1127 | Forest Ecology and Management |
| 05107 | 0966-6362 | Gait & Posture |
| 13216 | 0016-5085 | Gastroenterology |
| 00212 | 0016-7037 | Geochimica et Cosmochimica Acta |
| 05334 | 0169-555X | Geomorphology |
| 13166 | 0197-4572 | Geriatric Nursing |
| 13169 | 0147-9563 | Heart & Lung |
| 12046 | 0018-506X | Hormones and Behavior |
| 05274 | 0167-9457 | Human Movement Science |
| 07663 | 0019-8501 | Industrial Marketing Management |
| 05374 | 0378-7206 | Information & Management |
| 03040 | 0020-1383 | Injury |
| 00659 | 0278-4319 | International Journal of Hospitality Management |
| 00535 | 0147-1767 | International Journal of Intercultural Relations |
| 08024 | 1386-5056 | International Journal of Medical Informatics |
| 00266 | 0020-7489 | International Journal of Nursing Studies |
| 07551 | 0360-3016 | International Journal of Radiation Oncology, Biology, Physics |
| 05340 | 0924-2716 | ISPRS Journal of Photogrammetry and Remote Sensing |
| 13340 | 2212-2672 | Journal of the Academy of Nutrition and Dietetics |
| 13309 | 0190-9622 | Journal of the American Academy of Dermatology |
| 07682 | 1072-7515 | Journal of the American College of Surgeons |
| 13242 | 0894-7317 | Journal of the American Society of Echocardiography |
| 07675 | 0278-4254 | Journal of Accounting and Public Policy |
| 00840 | 0748-5751 | Journal of Accounting Education |
| 12628 | 0140-1971 | Journal of Adolescence |
| 07678 | 1054-139X | Journal of Adolescent Health |
| 12050 | 0278-4165 | Journal of Anthropological Archaeology |
| 07456 | 0193-3973 | Journal of Applied Developmental Psychology |
| 12643 | 0305-4403 | Journal of Archaeological Science |
| 12627 | 0140-1963 | Journal of Arid Environments |
| 07430 | 2214-8043 | Journal of Behavioral and Experimental Economics |
| 00339 | 0005-7916 | Journal of Behavior Therapy and Experimental Psychiatry |
| 00321 | 0021-9290 | Journal of Biomechanics |
| 12017 | 1532-0464 | Journal of Biomedical Informatics |
| 07687 | 0148-2963 | Journal of Business Research |
| 07688 | 0883-9026 | Journal of Business Venturing |
| 07693 | 0021-9924 | Journal of Communication Disorders |
| 05342 | 0169-7722 | Journal of Contaminant Hydrology |
| 00366 | 0047-2352 | Journal of Criminal Justice |
| 13066 | 0883-9441 | Journal of Critical Care |
| 05388 | 0304-3878 | Journal of Development Economics |
| 03054 | 1050-6411 | Journal of Electromyography and Kinesiology |
| 13165 | 0099-1767 | Journal of Emergency Nursing |
| 12064 | 0095-0696 | Journal of Environmental Economics and Management |
| 12640 | 0272-4944 | Journal of Environmental Psychology |
| 12063 | 0022-0965 | Journal of Experimental Child Psychology |
| 12065 | 0022-1031 | Journal of Experimental Social Psychology |
| 06015 | 0304-405X | Journal of Financial Economics |
| 08665 | 0380-1330 | Journal of Great Lakes Research |
| 14016 | 0894-1130 | Journal of Hand Therapy |
| 12624 | 0047-2484 | Journal of Human Evolution |

| Product ID | ISSN | Subscribed Title (online only) |
|------------|-----------|--|
| 05344 | 0022-1694 | Journal of Hydrology |
| 05395 | 0022-1996 | Journal of International Economics |
| 03055 | 0261-5606 | Journal of International Money and Finance |
| 13026 | 0161-4754 | Journal of Manipulative and Physiological Therapeutics |
| 12074 | 0749-596X | Journal of Memory and Language |
| 12615 | 0022-2836 | Journal of Molecular Biology |
| 13068 | 0278-2391 | Journal of Oral and Maxillofacial Surgery |
| 07725 | 0885-3924 | Journal of Pain and Symptom Management |
| 13176 | 0891-5245 | Journal of Pediatric Health Care |
| 13162 | 0882-5963 | Journal of Pediatric Nursing |
| 13189 | 8755-7223 | Journal of Professional Nursing |
| 12081 | 0092-6566 | Journal of Research in Personality |
| 07427 | 0022-4359 | Journal of Retailing |
| 00348 | 0743-0167 | Journal of Rural Studies |
| 00679 | 0022-4375 | Journal of Safety Research |
| 00699 | 0022-4405 | Journal of School Psychology |
| 07458 | 1060-3743 | Journal of Second Language Writing |
| 13085 | 1058-2746 | Journal of Shoulder and Elbow Surgery |
| 00539 | 0191-8141 | Journal of Structural Geology |
| 07553 | 0740-5472 | Journal of Substance Abuse Treatment |
| 12085 | 0094-1190 | Journal of Urban Economics |
| 07432 | 1090-9516 | Journal of World Business |
| 12088 | 0023-9690 | Learning and Motivation |
| 07460 | 0898-5898 | Linguistics and Education |
| 05348 | 0024-4937 | Lithos |
| 07539 | 0958-3947 | Medical Dosimetry |
| 03068 | 1350-4533 | Medical Engineering & Physics |
| 13252 | 0026-0495 | Metabolism |
| 12750 | 2468-7812 | Musculoskeletal Science and Practice |
| 00678 | 0732-118X | New Ideas in Psychology |
| 12300 | FS01-2300 | Nurse Education Today with Nurse Education in Practice |
| 12752 | 0260-6917 | Nurse Education Today |
| 12900 | 1471-5953 | Nurse Education in Practice |
| 13175 | 0029-6554 | Nursing Outlook |
| 07436 | 0030-4387 | Orbis |
| 12100 | 0749-5978 | Organizational Behavior and Human Decision Processes |
| 05355 | 0031-0182 | Palaeogeography, Palaeoclimatology, Palaeoecology |
| 08044 | 0738-3991 | Patient Education and Counseling |
| 00603 | 0191-8869 | Personality and Individual Differences |
| 04065 | 0031-9406 | Physiotherapy |
| 12937 | 1879-8500 | Practical Radiation Oncology |
| 13204 | 0033-0620 | Progress in Cardiovascular Diseases |
| 07437 | 0363-8111 | Public Relations Review |
| 00636 | 0277-3791 | Quaternary Science Reviews |
| 07759 | 0034-4257 | Remote Sensing of Environment |
| 05360 | 0037-0738 | Sedimentary Geology |
| 13186 | 0749-2081 | Seminars in Oncology Nursing |
| 00315 | 0277-9536 | Social Science & Medicine |
| 07771 | 0040-1625 | Technological Forecasting and Social Change |
| 00233 | 0040-4039 | Tetrahedron Letters |
| 07586 | 0002-9149 | The American Journal of Cardiology |
| 07587 | 0002-9343 | The American Journal of Medicine |

| Product ID | ISSN | Subscribed Title (online only) |
|------------|-----------|---|
| 07588 | 0002-9610 | The American Journal of Surgery |
| 07610 | 0003-4975 | The Annals of Thoracic Surgery |
| 00833 | 0197-4556 | The Arts in Psychotherapy |
| 07418 | 0099-1333 | The Journal of Academic Librarianship |
| 13136 | 0363-5023 | The Journal of Hand Surgery |
| 07457 | 0732-3123 | The Journal of Mathematical Behavior |
| 13249 | 0022-3476 | The Journal of Pediatrics |
| 02286 | 0099-5355 | The Lancet (North American Edition) |
| 07433 | 1048-9843 | The Leadership Quarterly |
| 07438 | 1062-9769 | The Quarterly Review of Economics and Finance |
| 13243 | 1931-5244 | Translational Research |
| 07002 | 0041-1345 | Transplantation Proceedings |
| 05189 | 0165-9936 | Trends in Analytical Chemistry |
| 02115 | 0968-0004 | Trends in Biochemical Sciences |
| 02122 | 0169-5347 | Trends in Ecology & Evolution |
| 02120 | 0168-9525 | Trends in Genetics |
| 02118 | 1471-4906 | Trends in Immunology |
| 12119 | 0042-6822 | Virology |
| 00309 | 0043-1354 | Water Research |
| 00361 | 0277-5395 | Women's Studies International Forum |

| Product ID | ISSN | Cell Press Collection Journal Title |
|------------|-----------|-------------------------------------|
| 07592 | 1097-2765 | Molecular Cell |
| 02218 | 0969-2126 | Structure |

Annex A to Schedule 1.1
Subscribed Titles

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| Product ID | ISSN | Transferred Title (online only) |
|------------|-----------|--|
| 07681ACC | 0735-1097 | Journal of the American College of Cardiology |
| 18893 | 1553-7250 | The Joint Commission Journal on Quality and Patient Safety |

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