

ENHANCED ACCESS MASTER AGREEMENT

Agreement with Wiley internal number 17472 dated as of January 1, 2022 (the "Agreement") between John Wiley & Sons, Inc., a New York corporation, 111 River Street, Hoboken, New Jersey 07030 ("Wiley US", and collectively with its affiliates "Wiley"), and University of Kansas, 1425 Jayhawk Blvd., Lawrence, KANSAS 66045 UNITED STATES (the "Customer").

1. DEFINITIONS

The following terms have the meaning as set forth below:

- 1.1. **Agreement** means this Agreement with Wiley internal number 17472 between Wiley and the Customer including the Appendices and Schedules, which are incorporated herein by reference or signed by the parties and governed by the terms of this Agreement. In the event of any conflict between the terms of an Appendix, Schedule, or any Invoice Agreement Letter (or a written equivalent thereof), on the one hand and the terms of this Agreement on the other hand, the terms of the Appendix, Schedule, Invoice Agreement Letter (or written equivalent thereof) will govern.
- 1.2. **Authorized Users** means those persons who are authorized by the Customer to have access to the Licensed Electronic Products and fit into one or more of the below categories:
 - 1.2.a. current bona fide faculty members, students, researchers, staff members, librarians, scientific staff, other executives or employees of the Customer,
 - 1.2.b. contractors engaged by the Customer, and
 - 1.2.c. Walk-in Users from the general public or business invitees may also be permitted by the Customer to access Wiley Online Library or the Electronic Products from designated terminals with a Customer-controlled authentication method and valid parameters. These designated terminals must be physically located in libraries or similar physical premises directly controlled by the Customer.
- 1.3. **Customer** means the customer named above, as further defined in Schedule 1, which has authorized the signing of this Agreement, provides access via its Secure Network for its Authorized Users as defined in this Agreement, and is responsible for the payments specified in the attached Appendices and for the implementation of the Agreement.
- 1.4. **Electronic Products** means all products, services and content available in Wiley Online Library will be deemed included within the definition of Electronic Products. Details specific to the type of electronic products or services licensed hereunder as well as pricing and the Customer's access rights are provided in the appropriate Appendix. These products and services are defined as follows:
 - 1.4.a. **Licensed Electronic Products** means the electronic (online) editions of Wiley journals and other publications and the content therein, including but not limited to major reference works, Current Protocols laboratory manuals and databases which the Customer has licensed hereunder as specified herein and in the appropriate Appendices.

Licensed Electronic Products are listed in the Appendices as follows:

- Appendix B - Online Journals
- Appendix C - Journal Backfiles
- Appendix D - Online Reference Works
- Appendix E - Online Books
- Appendix F - The Cochrane Library
- Appendix G - Current Protocols
- Appendix H - Databases
- Appendix I - Essential Evidence Plus

Appendix J - ArticleSelect
Appendix K - AnthroSource
Appendix L - Digital Archives
Appendix M - Royal Marsden Manual of Clinical Nursing Procedures Online
Appendix N - ClinMicroNow

1.4.b. **Licensed Electronic Services** means the electronic features and services in Wiley Online Library available to the Customer and its Authorized Users, as follows.

1.4.b.i. *EarlyView* – publishes peer reviewed, fully citable articles online as soon as they are ready, before the release of the compiled journal issue.

1.4.b.ii. *Saved Title Alerts* – allows Authorized Users to request and receive via e-mail the tables of contents from any of the journals available online in Wiley Online Library and to receive notification of articles newly published which match specified search criteria.

1.5. **Intellectual Property Rights**, these rights include, without limitation, patents, trademarks, trade names, design rights, copyright (including rights in computer software), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, which may subsist anywhere in the world.

1.6. **Secure Network** means the network which provides access to Wiley Online Library for Authorized Users via the specific Customer's authentication method and valid parameters which are covered by this Agreement and set forth in Schedule 1. In addition to the methods set forth in Schedule 1, Wiley will enable Federated authentication through Shibboleth Federation and OpenAthens using Customer's access federation and entity ID if such information is available to Wiley.

1.7. **Wiley Online Library** means the online service (or any successor thereto) or other platform available from or designated by Wiley including all products, services and features offered via the service. Certain products and services under this Agreement may be delivered from other platforms as noted in the Appendices. The terms and conditions hereof are equally applicable to those products and services.

2. ACCESS RIGHTS

2.1. **General Access Right.** Wiley grants to the Customer and its Authorized Users, during the Term as defined below, a non-exclusive, non-transferable right and license to access, via Wiley Online Library, the full text and other material such as datasets published online for the Licensed Electronic Products as listed in the Appendices attached hereto as may be amended from time to time on the Terms and Conditions of Use described below.

2.2. Authorized Users will have access to all available tables of contents, article abstracts, chapter summaries and associated websites for all Electronic Products.

2.3. **Unlimited Concurrent Users.** The Customer grants access to Wiley Online Library only to Authorized Users as defined herein. The number of the Authorized Users who may simultaneously access Wiley Online Library is unlimited.

2.4. **Intellectual Property Rights.** The Customer acknowledges that the Electronic Products, Wiley Online Library, Wiley's other platforms, and the Intellectual Property Rights contained therein are protected by law. All rights not specifically licensed herein to the Customer are expressly reserved by Wiley. The contents of the Licensed Electronic Products are solely for the personal, non-commercial use of the Authorized Users.

2.5. **Perpetual Access Rights.** Upon termination of this Agreement, Wiley will provide the Customer with Perpetual Access to specific content from certain Licensed Electronic Products as stated in

the specific Appendix. When such Perpetual Access is provided, Wiley, in its discretion, will either continue online access to the same material excluding any enhancements added to the version originally published or additional online features not provided with the print versions of such content, or provide an archival copy in the electronic medium selected by Wiley, at a reasonable cost-based fee, and subject to the security requirements. By providing such Perpetual Access, Wiley grants to the Customer a non-exclusive, royalty-free license to use such material in accordance with the restrictions on use specified in paragraph 3 of the Agreement, which survive any termination of the Agreement.

- 2.6. Wiley has designated both Portico and CLOCKSS as third-party providers of perpetual access to the Licensed Electronic Products. The Customer may access the Licensed Electronic Products on either Portico's or CLOCKSS' server, or another third-party provider designated by Wiley solely in the event of downtime of Wiley's platform and authorization by Wiley, provided:
 - 2.6.a. Wiley continues to designate Portico, CLOCKSS or such third party as a perpetual access provider;
 - 2.6.b. The Licensed Electronic Products are available on Portico, CLOCKSS, or such third party;
 - 2.6.c. Wiley maintains copyright over the Licensed Electronic Products;
 - 2.6.d. Portico's, CLOCKSS' or such third party's procedures for providing access are followed.
 - 2.6.e. Such access would be deactivated immediately on resumption of access to Wiley Online Library.

3. TERMS AND CONDITIONS OF USE

- 3.1. The rights and restrictions governing access to Wiley Online Library and the Electronic Products by the Customer and its Authorized Users are outlined below.
 - 3.1.a. Authorized Users may download, search, retrieve, display and view, copy and save to a Secure Network or other electronic storage media and store or print out single copies of individual articles, chapters or entries in the Licensed Electronic Products for the Authorized User's own personal use, namely scholarly, educational or scientific research or internal business use. Authorized Users may also transmit such material to a third-party colleague in hard copy or electronically, for personal use, namely scholarly, educational, or scientific research or professional use but in no case for re-sale, systematic distribution, or automated delivery, or for any other use. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from individual articles, chapters or other entries from the Licensed Electronic Products in the Authorized User's own scientific, scholarly and educational works such as books and articles. This right does not extend to use of material, including images or figures that are separately listed as the copyright of a third party.
 - 3.1.b. All Authorized Users have the option to create a My Profile Page, which will allow them to create data files and links to articles, chapters and entries of interest in the Licensed Electronic Products, and search criteria, which may be reused by them. In order to do so, the Authorized User will have to select and register a username and password which the Authorized User must keep confidential and not disclose to or share with anyone else.
 - 3.1.c. The Customer and its Authorized Users may create links to Wiley Online Library from their Online Public Access Catalog (OPAC) records, library catalogs, link resolvers, locally hosted databases or library web pages, provided those links are

operated by the Customer on a Secure Network, do not result in access to licensed content by anyone other than Authorized Users, and are not used in connection with any paid or commercial service or for any other commercial use whatsoever. Authorized Users may search, view, and browse Licensed Electronic Products using the interface provided by Wiley. Automated searching, robotic searching and decompilation are strictly prohibited

- 3.1.d. Authorized Users who are members of the Customer's faculty or staff may download and print out multiple copies of material from Licensed Electronic Products for the purpose of making a multi-source collection of information for classroom use (course-pack) or a virtual learning environment, to be distributed to students at the Customer's institution free of charge or at a cost-based fee. Material from Licensed Electronic Products may also be stored in electronic format in secure electronic data files for access by Authorized Users who are students at the Customer's institution, as part of their course work, so long as reasonable access control methods are employed such as username and password.
- 3.1.e. The Customer's library staff may supply to another library, upon request by that library, either a single paper copy or an electronic copy of an individual document from the Licensed Electronic Products, for the purpose of research or private study. The electronic copy must be in PDF format, supplied by secure electronic transmission.
- 3.1.f. All Authorized Users are bound by the Terms of Use which are available at <https://onlinelibrary.wiley.com/terms-and-conditions>. Wiley reserves the right to modify such Terms of Use as described therein. In the event of any discrepancy between the Terms of Use and this Agreement, the terms of this Agreement control.
- 3.1.g. Customer will make reasonable efforts to inform Authorized Users of the Terms and Conditions set forth herein.
- 3.2. Except as provided in subparagraph 3.1 above or with respect to material published on an open access basis, (which material is governed by the corresponding open access license), Authorized Users may not copy, distribute, transmit or otherwise reproduce, sell, or resell material from the Electronic Products; post or store such material in any form or medium in a retrieval system, network or listserv; or transmit such material, directly or indirectly, for use in any paid service such as document delivery or list serve, or for use by any information brokerage or for systematic distribution, whether or not for commercial or non-profit use, or for a fee or free of charge; or integrate material from the Electronic Products with other material or otherwise create derivative works in any medium. However, brief quotations for purposes of comment, criticism or similar scholarly purposes are not prohibited herein. No term of this Agreement shall be interpreted to exclude, modify, limit, or restrict the "fair use" rights of the Customer provided by provisions of the U.S Copyright Act (17 USC 107).
- 3.3. The Customer and its Authorized Users may not remove, obscure or modify any copyright or proprietary notices, author attribution or any disclaimer as they appear on Wiley Online Library and the Electronic Products. Authorized Users may not integrate material from the Electronic Products with other material or otherwise create derivative works in any medium. However, brief quotations for purposes of comment, criticism or similar scholarly purposes are not prohibited herein.
- 3.4. Authorized Users may not do anything to restrict or inhibit any other Authorized User's access to or use of Wiley Online Library and the Licensed Electronic Products.
- 3.5. If an Authorized User fails to abide by these Terms and Conditions of Use or other terms of this Agreement, or infringes Wiley's Intellectual Property Rights, or hosts an authentication method and parameters that have been identified as abusive or malicious, Wiley reserves the right in its sole discretion to suspend or terminate access to Wiley Online Library and, the

Licensed Electronic Products by such Authorized User or to terminate the authentication method and parameters immediately without notice, in addition to any other available remedies, as outlined in Section 7.2. Except in the case of a material breach which Wiley deems dangerous to the integrity and security of Wiley Online Library, or for a breach which, if not immediately remedied, is likely in Wiley's opinion to continue to cause damage, Wiley will give prior written notice to the Customer of its intention to terminate such access and will allow the Customer and/or the Authorized User as applicable 60 days after receipt of such notice to cure the breach or agree to abide by the terms and conditions of this Agreement. The Customer shall notify Wiley when malicious credentials associated with offending authentication method and parameters have been remediated. Wiley will immediately restore services upon notification that credentials associated with the abusive or malicious activity have been remediated.

4. FEES AND CHARGES

- 4.1. Fees and charges for online access to Licensed Electronic Products by the Customer and its Authorized Users, and other services provided by Wiley Online Library, are specified in Appendices attached hereto, and will be due as set forth in the relevant invoice. Customer is also responsible for any applicable taxes and other fees where required by law, including, without limitation, any withholding taxes or other fees. Customer will pay to Wiley the full amount of any invoice, regardless of any deduction that Customer believes it is required by law to make.
- 4.2. The Customer is responsible for any charges associated with accessing Wiley Online Library and the Licensed Electronic Products, including, but not limited to, any computer equipment, telephone or Internet connections and access software.
- 4.3. The Customer is responsible for ensuring that any third party authorized by the Customer to make payments on its behalf shall promptly pay Wiley the full amounts due under this Agreement. The Customer currently uses EBSCO as their designated agent to make payments to Wiley for its Licensed Electronic Products for calendar year 2022, subject to the terms of this paragraph 4.3. If the designated agent changes in subsequent years, Customer will notify Wiley of the change in writing.
- 4.4. Wiley will annually send the Customer an Invoice Agreement Letter ("IAL") or equivalent written communication, which may be accompanied by updated Product Appendix(ces).
 - 4.4.a. The Fees for the period set forth in the IAL or written equivalent are applicable and due upon any one of the following:
 - 4.4.a.i. the Customer's signature on the annual IAL; or
 - 4.4.a.ii. the Customer's signature of the Product Appendix(ces); or
 - 4.4.a.iii. the Customer's written acceptance of the annual fees via email, or
 - 4.4.a.iv. access enablement by Wiley to the Licensed Electronic Products
 - 4.4.b. Except as specifically set forth in the IAL or equivalent written communication as set forth above, the terms and conditions of this Agreement (including updated Product Appendices) continue to apply.
- 4.5. Wiley may issue the relevant invoice for online access to the Licensed Electronic Products through Wiley US or any of its Wiley Affiliates.

5. MUTUAL OBLIGATIONS

- 5.1. In addition to the obligations set forth herein, Wiley will:
 - 5.1.a. Make reasonable efforts to ensure uninterrupted online access to and continuous availability of the Licensed Electronic Products as promptly as possible in the event of an interruption or suspension of the Wiley Online Library service which is not attributable to any third-party service provider over which Wiley has no control (e.g., an Internet or telecommunications service provider);

- 5.1.b. Provide aggregate usage statistics to the Customer which are compliant with COUNTER Codes of Practice or conform to the then-prevailing industry standard (except as otherwise specified in the attached Appendices) about the use of the Licensed Electronic Products by the Customer's Authorized Users, consistent with applicable privacy laws and confidentiality requirements.
- 5.1.c. Wiley shall make reasonable efforts to comply with the Americans with Disabilities Act (ADA) Section 508 of the Rehabilitation Act Amendments, by supporting assistive software or devices and interfaces/design to aid persons with various sight or hearing impairments such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces.
 - 5.1.c.i. Wiley Online Library endeavors to conform to level Double-A of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0
 - 5.1.c.ii. Wiley shall make reasonable efforts to ensure that maintenance and upgrades for the Licensed Electronic Products are implemented in a manner that does not compromise product accessibility.
 - 5.1.c.iii. Wiley shall provide the Customer with a current completed Voluntary Product Accessibility Template (VPAT) upon the Customer's request.
 - 5.1.c.iv. In the event that the Licensed Electronic Products are not accessibility compliant Wiley shall make best efforts to:
 - a) cooperate with the Customer using commercially reasonable efforts to adapt specified Licensed Electronic Products to make them accessible to the extent necessary in order to comply with such applicable law; or
 - b) grant Customer the right to adapt, modify or copy portions of the specified Licensed Electronic Products as needed to make them useable to the extent required in order to comply with federal and state law, provided that any adapted Licensed Electronic Products is only made available to Authorized Users for whom such adapted versions were necessary.
 - 5.1.c.v. If the Customer notifies Wiley that a person has made a lawful claim against Customer concerning accessibility of products or services furnished by Wiley under this Agreement for failure to comply with applicable laws, Wiley will make reasonable efforts to work with the Customer in an effort to remedy the claim in a timely manner. If Wiley and the Customer are unable or unwilling to remedy the claim in a timely manner, then the Customer may, at its option, terminate this Agreement, in whole or in part, upon written notice to Wiley without penalty or providing Wiley an additional right to cure. Upon termination by the Customer pursuant to this paragraph, Wiley will provide a pro rata refund of any unused fees received in advance for upcoming years unless Customer is in breach of the Agreement, in which event the parties will work in good faith to resolve any dispute. No refund will be provided for fees paid corresponding to the calendar year in which Customer provides such notification to Wiley.
- 5.2. In addition to the obligations set forth herein, the Customer will:
 - 5.2.a. Take all reasonable measures to inform Authorized Users of the Terms and Conditions of Use governing access to Wiley Online Library and to emphasize to such Authorized Users the need to comply with whatever restrictions on access, use, reproduction and transmission are included therein;
 - 5.2.b. Make access available to Authorized Users only through the Customer's Secure Network and using the authentication method(s) and valid parameters on Schedule 1 or other secure authentication methods as described in the appropriate Appendix; undertake reasonable measures within its control to prevent access to and improper use of the Licensed Electronic Products and Wiley Online Library by unauthorized persons (including without limitation using the most current patches, regularly scanning the Secure Network for vulnerabilities, and regularly monitoring the proxy

logs for unauthorized user access (such as multiple logins using the same id, high volume downloads, and tracking/blocking automated traffic)); and take responsibility for remediating all issues uncovered and for terminating any unauthorized access of which it has actual notice, knowledge, or control;

- 5.2.c. Provide Wiley with information in Schedule 1 about the Customer's specific authentication method and valid parameters which can be used by Wiley to authenticate Authorized Users. The Customer represents that all such authentication method and parameters will be limited to the Customer's Secure Network and will be listed in Schedule 1 as updated from time to time. The Customer is responsible for ensuring that all specific authentication method and valid parameters on Schedule 1 or otherwise provided to Wiley correspond with the Customer's valid parameters and are limited to the physical addresses specified in this Agreement. Without limiting the Customer's obligations hereunder or Wiley's rights and remedies in the event of breach, the Customer agrees to pay Wiley, if Wiley so elects, for any access to Wiley Online Library for any Parameters that do not meet the preceding criteria.
- 5.2.d. Use all reasonable efforts to monitor compliance with the Terms and Conditions of Use and promptly notify Wiley of any infringement of its Intellectual Property Rights or unauthorized usage of the Electronic Products, which comes to the Customer's attention; and cooperate fully with Wiley in the investigation of such infringement or unauthorized use and in actions, which Wiley takes to enforce its Intellectual Property Rights, at Wiley's expense. Notwithstanding the above, the Customer will not be responsible for such unauthorized use which is without the express or implied consent of the Customer, provided that the Customer has taken reasonable steps to prevent such misuse and, upon learning of it, uses all reasonable efforts to ensure that such activity ceases, and notifies Wiley promptly of any such breach or infringement.
- 5.2.e. The Customer is permitted to host self-archived articles authored by its Authorized Users in the Customer's institutional repository, subject to the following provisions:
 - 5.2.e.i. Authorized Users who are authors or co-authors of articles in journals published by the Wiley during the term of the Agreement may deposit the peer-reviewed and accepted version of their articles in the Customer's institutional repository for public access twelve (12) months after the beginning of the month of first publication, whether as an EarlyView article or in an online issue of a journal published by the Wiley. The self-archiving right shall commence on January 1, 2022 and shall apply to articles published from January 1, 2021 and throughout the term and any renewals, subject to the twelve-month embargo period.
 - 5.2.e.ii. The deposited version must link to the final article on the Server, must indicate that the deposited version is the peer-reviewed version, and must include a citation to the final published version – for example, by including the following notice: *"This is the peer-reviewed version of the following article: FULL CITE, which has been published in final form at [link to final article]"*.
 - 5.2.e.iii. The Customer may not redistribute such self-archived articles except as permitted in this paragraph, whether for commercial or non-commercial purposes. This provision does not give the Customer or any Authorized User the right to incorporate into any institutional or other repository the Wiley's final published version from the Licensed Electronic Products (as distinct from the version of the article accepted for publication including the revisions from the peer review process).
 - 5.2.e.iv. For clarity, nothing in this paragraph shall eliminate or limit any other rights that the Customer, or any Authorized User, may have to deposit, host or make available articles published in Wiley journals.

6. PRIVACY AND DATA PROTECTION POLICY

- 6.1. Wiley recognizes the importance of protecting the information it collects in the operation of Wiley Online Library and will act in compliance with the Privacy Policy posted at <https://www.wiley.com/en-us/privacy>. The Parties agree to comply with all applicable federal and international laws and regulations, including without limitation the General Data Protection Regulation 2016/679.

7. TERM AND TERMINATION

- 7.1. The Term of this Agreement commences on January 1, 2022 and ends on December 31, 2024.
- 7.2. Wiley may terminate access to Wiley Online Library by an Authorized User who breaches Wiley's Terms and Conditions of Use or infringes the copyright or other Intellectual Property Rights in the Electronic Products, Wiley Online Library, or any other Wiley platform, and the Customer will assist Wiley as necessary. If no notice is given before suspension or termination, Wiley will notify the Customer as soon as practicable thereafter.
- 7.3. Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and fails to cure such material breach, provided that the non-breaching party will give written notice of its intention to terminate and will allow the breaching party 60 days after receipt of such notice to remedy the breach.
- 7.4. During the term of each applicable Appendix, the Customer may license additional Electronic Products under such Appendix and this Agreement. If the Term of the Agreement as set forth in subparagraph 7.1. is extended, the term of the applicable Appendix(ces) will be automatically extended to run concurrently with the Term in order to allow the Customer to continue to license additional products under such Appendix in subsequent years. Notwithstanding anything to the contrary, the Appendix term may never exceed the Term.
- 7.5. In the event of a substantial reduction in budget of 20% or more for the forthcoming year due to site closures or research program changes or if funding appropriation is substantially reduced, the Customer may elect to renegotiate or cancel its participation in this Agreement beginning on January 1st of such subsequent year without further duty or obligation, provided Wiley is notified by November 1st of the preceding year of such cancellation or renegotiation and the parties shall negotiate in good faith the subsequent year's Agreement Fee. If the Customer executes this option, no refund of payment already received by Wiley will be owed to the Customer.

8. WARRANTY AND DISCLAIMERS

- 8.1. Wiley represents and warrants that it has the right and authority to make the Licensed Electronic Products available to the Customer and its Authorized Users pursuant to the terms and conditions of this Agreement and that, to the best of Wiley's knowledge, the Licensed Electronic Products do not infringe upon any copyright, patent, trade secret or other proprietary right of any third party.
- 8.2. Wiley Online Library or the Electronic Products may provide Authorized Users with links to third-party websites. Where such links exist, Wiley disclaims all responsibility and liability for the content of such third-party websites. Authorized Users assume sole responsibility for the accessing of third-party websites and the use of any content on such websites.
- 8.3. Except for the warranties provided by Wiley in paragraph 8.1 above,
- 8.3.a. WILEY ONLINE LIBRARY, THE ELECTRONIC PRODUCTS, AND ALL MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

- 8.3.b. THE USE OF THE ELECTRONIC PRODUCTS, WILEY ONLINE LIBRARY, AND ALL MATERIALS IS AT THE AUTHORIZED USER'S OWN RISK,
 - 8.3.c. ACCESS TO WILEY ONLINE LIBRARY, AND THE ELECTRONIC PRODUCTS MAY BE INTERRUPTED AND MAY NOT BE ERROR FREE; AND
 - 8.3.d. NEITHER WILEY NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING WILEY ONLINE LIBRARY, THE ELECTRONIC PRODUCTS, OR THE MATERIALS CONTAINED IN THEREIN, WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE AUTHORIZED USER'S USE OF OR INABILITY TO USE WILEY ONLINE LIBRARY, THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN.
- 8.4. Wiley will indemnify and hold the Customer harmless from and against any damages, costs and fees (including reasonable attorney's fees) resulting from any judgment against the Customer arising out of the claim of a third party that Wiley's license of the Licensed Electronic Products or the Customer's use thereof constitutes an infringement of any copyright, patent, or trade secret of any such third party. This indemnity will survive termination of the Agreement for two years. This indemnity will not apply if the claim involves content which has been modified or used in a manner not permitted under this Agreement or if the Customer has failed to comply with other material terms of this Agreement.
- 8.5. The Customer will give prompt notice of an infringement claim to Wiley, will provide such cooperation and assistance to Wiley as is reasonably necessary to defend the claim, and will allow Wiley to have the sole control of the defense, provided, however, that the Customer retains the right to participate in the defense at its own expense.

9. CONFIDENTIALITY PROVISIONS

- 9.1. Both parties agree to maintain the confidentiality of any data relating to the usage of the Licensed Electronic Products by Authorized Users. Such data may be used solely for purposes directly related to the Licensed Electronic Products. Such data may only be provided to third parties in aggregate form and raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party, except to the extent such disclosure is required by law.

10. GENERAL PROVISIONS

- 10.1. Wiley may assign this Agreement to its successors, subsidiaries or assigns. This Agreement may not be assigned by the Customer except with the prior written consent of Wiley.
- 10.2. In the event of a material breach of the terms and conditions of this Agreement by either party, the non-breaching party will be entitled, in addition to any other remedies available pursuant to this Agreement or at law, to equitable, including injunctive, relief.
- 10.3. Notwithstanding any other term in this Agreement, neither Party's delay or failure to perform any provision of this Agreement due to circumstances beyond its control (including, without limitation, war; civil disorder; strike; flood; fire; storm; accident; terrorism; governmental restriction; infectious disease; epidemic; pandemic; public health emergency; embargo; power, telecommunications or Internet failures; damage to or destruction of any network facilities; the enactment of any law, executive order, or judicial decree; or any other circumstance beyond a Party's control whether similar or dissimilar to the foregoing) ("Force Majeure") will be deemed to be, or to give rise to, a breach of this Agreement. The Party claiming Force Majeure will provide written notice of the circumstances (where possible) and will be entitled to a reasonable extension of time for performing such obligations. Where Wiley is claiming Force

Majeure, Wiley will be entitled to implement a reasonable alternative where practical under the circumstances and if its inability to perform continues for more than 30 days or it is inadvisable or commercially impractical to perform due to Force Majeure, Wiley may terminate the Agreement without penalty or charge, on written notice, and Wiley's performance will be fully excused. In the event Wiley terminates this Agreement pursuant to this paragraph, Wiley will provide a refund of any fees received in advance for upcoming years. No refund will be provided for fees paid corresponding to the current calendar year.

- 10.4. Any notice, request, statement or other communication to be given hereunder to any party must be in writing addressed to Wiley at the address on page one, attention Executive Vice President, and to the Customer's Agreement Administrator at the address on Schedule 1, or mailed or delivered to such other address as each party may designate by notice given in like manner, and any such notice, request, statement or other communication, will be deemed to have been given when received, except that if mailed by registered or certified mail, return receipt requested, or delivered by overnight courier service, it will be deemed to have been given when mailed as aforesaid or when delivered.
- 10.5. This Agreement with Wiley internal number 17472 and the Contractual Provisions Attachment (Form KU-146a, Rev. 05-18; MAT 4-2-19), which is attached and incorporated hereto constitutes the complete understanding of the parties and supersedes all prior understandings between the parties with respect to the subject matter of this Agreement. No modification, amendment, or waiver of any provisions will be valid unless in writing and executed by the parties. Any waiver in one or more instances by either of the parties of any breach by the other of any terms or provisions contained in this Agreement will not be considered a waiver of any succeeding or preceding breach. In the event that any paragraph of this Agreement is determined to be void or unenforceable, the remainder of the Agreement will survive.
- 10.6. In the event that this Agreement is executed in English and in a translated version, each party acknowledges that it has reviewed both language versions and that they are substantially the same in all material respects. If there is any discrepancy between these two versions, the English language version will prevail to the extent of the inconsistency.

AGREED AND ACCEPTED

University of Kansas

John Wiley & Sons Inc.

Signature: Jeffrey S. Dewitt
Jeffrey S. Dewitt (May 24, 2022 15:08 CDT)

Signature: Gina McCue-Helton
Gina McCue-Helton (May 24, 2022 15:18 EDT)

Name: Barbara A Bichelmeyer, Ph.D.

Name: Gina McCue-Helton

Title: Provost and Executive Vice
Chancellor

Title: Regional Sales Director

Date: May 24, 2022

Date: May 24, 2022

SCHEDULE 1 - CUSTOMER INFORMATION

Name of the Customer: University of Kansas

Listing of all addresses for the Customer:

- University of Kansas Watson Library 1425 Jayhawk Blvd., Rm. 210-EI Lawrence, KS 66045-7544
- University of Kansas Medical Center 2100 W. 39th Ave. Kansas City, KS 66160-7180

Full List of Customer's Secure Network Authentication Method and Parameters:

Custom SAML configuration:

Shibboleth IDs:

Athens IDs:

Proxy IP addresses:

IP addresses:



Agreement Administrator:

Name: Electronic Information – University of Kansas Libraries

Address: Watson Library 1425 Jayhawk Blvd., Rm. 210-EI Lawrence, KS 66045-7544

E-mail: elecres@ku.edu

Customer's Technical Contact:

Name: Same as above

Address:

Telephone:

E-mail:

FTE Count:

For this purpose, in the case of academic customers FTEs are defined as full-time equivalent students and academic faculty; in the case of corporate and government customers FTEs are defined as full-time employees.

- University of Kansas Main Campus: 21,501
- University of Kansas Medical Center: 3,397

LICENSED ELECTRONIC PRODUCTS

APPENDIX B (a): JOURNALS – CORE COLLECTIONS OF SUBSCRIBED TITLES

Customer: University of Kansas

The Core Collection is defined herein as the complete collection of Wiley journals to which the Customer subscribes and will pay full rate institutional online only subscription fees to obtain online access.

1. The complete list of titles for the Core Collection is included in Appendix B(a)1.
2. **Access:** During the term of this Agreement, Wiley will provide the Customer with access to current content published during the Agreement term in the journals in the Core Collection and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley, as well as tables of content, abstracts, full text and illustrations and any additional electronic journal content not included in the print versions of the journals, but not materials included in Backfiles.
3. **Perpetual Access:** Upon termination of this Agreement, Wiley will provide the Customer with perpetual access to current content published during the Agreement term in the journals in the Core Collection and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley, as well as tables of content, abstracts, full text and illustrations and any additional electronic journal content not included in the print versions of the journals, but not materials included in Backfiles where Wiley has the rights to deliver this.
4. **Fees:**
 - 4.1. **Year 1 - 2022:** Core Collection Fee equals 100% of current holdings value based on the current year full rate institutional online only price. Holdings are determined based on all full rate institutional subscriptions held by the Customer in the year prior to the first year of the Agreement.
 - 4.1.a. **Total Core Collection Fee:** USD 649,159.90
 - 4.2. **Year 2 and subsequent years:** Core Collection Fee equals 100% of the previous year's Core Collection fee plus an increase based on the average journal price increase but not to exceed the Fee Increase Cap specified below, plus any adjustments for new, cancelled or deleted Electronic Journal titles.
 - 4.2.a. **Fee Increase Cap:** 3.00%. If the average aggregate Wiley journal price increase for a calendar year is less than the Price Increase Cap, the lower percentage will be applied.
5. **Electronic Journal Subscription Maintenance and Swapping:** The Customer may swap subscribed online journals in the Core Collection without penalty provided that the Customer maintains the same Total Core Collection Fees detailed above for any calendar year. These changes will be reflected in amendments to this Appendix. Swapping will be accepted at the title level or for duplicate subscriptions. Swapping will only be accepted on a calendar year basis and Wiley must be notified of any changes in writing no later than the preceding November 1st. If a swapped subscription is not the only subscription to that Electronic Journal in the Customer's holdings, the Customer will continue to have electronic access to that Journal. If a swapped subscription is the only subscription to that Electronic Journal in the Customer's holdings, then the Customer will lose access to the newly published content of that title unless the Electronic Journal is added back to the CORE Collection with the applicable fee during the term of the Agreement.
 - 5.1. Wiley may, from time to time, cease publication of individual journals in which case the journal(s) will be removed from the Customer's Core Collection, and the fees associated with the journal(s) will no longer be factored into the Core Collection Fee.
 - 5.2. Except as provided above, the Customer must maintain all online subscriptions in the Core Collection as set forth in the attached list (Appendix B(a)1).
6. **New Titles:** New Titles can be added under the following terms and conditions:
 - 6.1. The Customer may add new journals to its Core Collection at 90% subscription price.
 - 6.2. Subscriptions to titles transferred into Wiley from another publisher will be added to the Customer's Core Collection in the first year of transfer if the Customer has one or more

subscriptions for the calendar (or subscription) year in which the title is transferred. Individually negotiated fees for access to transferred titles will also be maintained by Wiley, subject to the other terms of this Agreement. Subscriptions to titles transferred out of Wiley will be deleted from the Customer's Core Collection in the year of transfer.

- 6.3. The Customer may add previously cancelled titles at 90% subscription price to its Core Collection.
- 6.4. Wiley reserves the right to exclude titles from inclusion in the Standard or Custom Collections, however these titles may be added to the Customer's Core Collection.

7. **Print Subscription Fees:** The Customer can purchase print subscriptions to Licensed Electronic Journals which the Customer subscribes to via a Core Collection at a deeply discounted rate. This does not apply to:

- 7.1. Titles new to Wiley Online Library (or other platforms designated by Wiley) unless subscribed to in the Customer's Core Collection.
- 7.2. Titles not subscribed to by the Customer, unless added to the Customer's Core Collection.
- 7.3. Titles not available via Wiley Online Library.
- 7.4. Titles published in online-only format by Wiley. Print subscriptions available through any Print on Demand option are not eligible for a deeply discounted rate.
- 7.5. Print subscriptions should be ordered directly via the Wiley Customer Services department, or through an agent.

APPENDIX B(a)1: JOURNALS – CORE COLLECTION– COMPLETE LIST OF INCLUDED JOURNALS

Customer: University of Kansas

Collection	Title	Journal Code	ISSN/ ISBN	Fee
CORE	Journal of Adolescence	JAD	10959254	USD1,043.00
CORE	Geophysical Research Letters	GRL	19448007	USD5,341.44
CORE	Journal of Geophysical Research: Earth Surface	JGRF	21699011	USD1,560.24
CORE	Journal of Geophysical Research: Solid Earth	JGRB	21699356	USD4,730.40
CORE	Journal of Geophysical Research: Space Physics	JGRA	21699402	USD4,753.94
CORE	Tectonics	TECT	19449194	USD779.50
CORE	Water Resources Research	WRCR	19447973	USD1,936.48
CORE	Arthritis & Rheumatology	ART	23265205	USD2,398.23
CORE	Arthritis Care and Research	ACR	21514658	USD0.00
CORE	American Journal of Medical Genetics Part A	AJMG	15524833	USD25,029.01
CORE	American Journal of Medical Genetics Part B: Neuropsychiatric Genetics	AJMB	1552485X	USD0.00
CORE	American Journal of Medical Genetics Part C: Seminars in Medical Genetics	AJMC	15524876	USD0.00
CORE	American Business Law Journal	ABLJ	17441714	USD840.52
CORE	Journal of Legal Studies Education	JLSE	17441722	USD0.00
CORE	Global Ecology and Biogeography	GEB	14668238	USD0.00
CORE	Journal of Biogeography	JB1	13652699	USD10,956.40
CORE	Journal of Biomedical Materials Research Part A	JBM	15524965	USD16,285.36
CORE	Journal of Biomedical Materials Research Part B: Applied Biomaterials	JBMB	15524981	USD0.00
CORE	Cancer	CNCR	10970142	USD1,378.90
CORE	Cancer Cytopathology	CNCY	19346638	USD0.00
CORE	Child Development	CDEV	14678624	USD1,054.48
CORE	Child Development Perspectives	CDEP	17508606	USD0.00
CORE	Monographs of the Society for Research In Child Development	MONO	15405834	USD0.00
CORE	Clinical Pharmacology in Drug Development (Electronic)	CPD3	21607648	USD0.00

CORE	Journal of Clinical Pharmacology	JCPH	15524604	USD1,424.48
CORE	Accounting Perspectives	APR	19113838	USD0.00
CORE	Contemporary Accounting Research	CARE	19113846	USD1,020.24
CORE	Educational Measurement: Issues and Practice	EMIP	17453992	USD0.00
CORE	Journal of Educational Measurement	JEDM	17453984	USD693.68
CORE	Family Relations	FARE	17413729	USD0.00
CORE	Journal of Family Theory & Review	JFTR	17562589	USD0.00
CORE	Journal of Marriage and Family	JOMF	17413737	USD1,644.66
CORE	Hepatology	HEP	15273350	USD1,999.88
CORE	Liver Transplantation	LT	15276473	USD1,333.25
CORE	Clinical Teacher, The	TCT	1743498X	USD0.00
CORE	Medical Education	MEDU	13652923	USD3,739.72
CORE	Molecular Ecology	MEC	1365294X	USD14,134.90
CORE	Molecular Ecology Resources	MEN	17550998	USD0.00
CORE	Palaeontology	PALA	14754983	USD1,617.40
CORE	Papers in Palaeontology	SPP2	20562802	USD0.00
CORE	ChemSystemsChem	E570	25704206	USD0.00
CORE	European Journal of Soil Science	EJSS	13652389	USD1,855.80
CORE	Soil Use and Management	SUM	14752743	USD0.00
CORE	TESOL Journal	TESJ	19493533	USD0.00
CORE	TESOL Quarterly	TESQ	15457249	USD616.72
CORE	Academic Emergency Medicine	ACEM	15532712	USD452.40
CORE	Acta Anaesthesiologica Scandinavica	AAS	13996576	USD896.10
CORE	Acta Paediatrica: Nurturing the Child	APA	16512227	USD1,478.46
CORE	Addiction	ADD	13600443	USD4,135.04
CORE	Advanced Biology	E771	27010198	USD3,219.84
CORE	Advanced Functional Materials (Electronic)	2126	16163028	USD11,457.68
CORE	Advanced Materials (Electronic)	2089	15214095	USD19,599.23
CORE	Advanced Synthesis & Catalysis (Electronic)	2258	16154169	USD4,782.96
CORE	Alcoholism: Clinical & Experimental Research	ACER	15300277	USD1,934.40
CORE	Alimentary Pharmacology & Therapeutics	APT	13652036	USD4,777.18
CORE	Allergy	ALL	13989995	USD2,207.08
CORE	American Journal of Botany	AJB2	15372197	USD892.80
CORE	American Journal of Community Psychology	AJCP	15732770	USD2,255.76
CORE	American Journal of Hematology	AJH	10968652	USD8,389.62
CORE	American Journal of Physical Anthropology	AJPA	10968644	USD4,760.48
CORE	American Journal of Political Science	AJPS	15405907	USD1,135.68
CORE	American Journal of Transplantation	AJT	16006143	USD3,551.51
CORE	Anaesthesia	ANAE	13652044	USD1,984.32
CORE	Angewandte Chemie (Electronic)	2001	15213757	USD15,190.24
CORE	Angewandte Chemie International Edition (Electronic)	2002	15213773	USD19,112.08
CORE	Annals of the New York Academy of Sciences	NYAS	17496632	USD7,804.16
CORE	Annals of Neurology	ANA	15318249	USD1,273.99
CORE	Australian Occupational Therapy Journal	AOT	14401630	USD659.65
CORE	Autism Research	AUR	19393806	USD1,587.04
CORE	AEM Education and Training	AET2	24725390	USD303.00
CORE	AIChE Journal	AIC	15475905	USD3,784.51
CORE	Biological Reviews	BRV	1469185X	USD787.28
CORE	BioEssays	BIES	15211878	USD2,868.79
CORE	Bipolar Disorders	BDI	13995618	USD1,178.10
CORE	British Journal of Educational Psychology	BJEP	20448279	USD490.46
CORE	British Journal of Haematology	BJH	13652141	USD3,843.84
CORE	BJOG: An International Journal of Obstetrics and Gynaecology	BJO	14710528	USD1,028.15
CORE	BJU International	BJU	1464410X	USD1,959.36

CORE	Chemistry - A European Journal (Electronic)	2111	15213765	USD16,082.30
CORE	ChemBioChem (Electronic)	2268	14397633	USD4,543.76
CORE	ChemSusChem (Electronic)	2476	1864564X	USD6,573.84
CORE	Child & Family Social Work	CFS	13652206	USD1,334.32
CORE	Child: Care, Health and Development	CCH	13652214	USD2,135.79
CORE	Clinical Genetics	CGE	13990004	USD2,213.74
CORE	Clinical Pharmacology & Therapeutics	CPT	15326535	USD1,471.60
CORE	Conservation Biology	COBI	15231739	USD1,386.32
CORE	Depression and Anxiety	DA	15206394	USD1,502.80
CORE	Developmental Medicine & Child Neurology	DMCN	14698749	USD906.76
CORE	Diabetes Obesity & Metabolism	DOM	14631326	USD1,674.50
CORE	Ecological Monographs	ECM	15577015	USD261.90
CORE	Diabetes/Metabolism Research and Reviews	DMRR	15207560	USD1,392.76
CORE	Diabetic Medicine	DME	14645491	USD3,772.08
CORE	Ecological Applications	EAP	19395582	USD458.98
CORE	Ecology	ECY	19399170	USD1,036.80
CORE	Ecology Letters	ELE	14610248	USD3,947.84
CORE	Electrophoresis (Electronic)	2027	15222683	USD8,434.93
CORE	Epilepsia	EPI	15281167	USD2,402.90
CORE	European Journal of Heart Failure	EJHF	18790844	USD1,270.84
CORE	European Journal of Neurology	ENE	14681331	USD3,302.89
CORE	European Journal of Organic Chemistry (Electronic)	2046	10990690	USD13,173.16
CORE	European Journal of Pain	EJP	15322149	USD1,189.04
CORE	Evolution	EVO	15585646	USD1,168.22
CORE	Experimental Physiology	EPH	1469445X	USD1,842.88
CORE	Freshwater Biology	FWB	13652427	USD8,602.01
CORE	Frontiers in Ecology and the Environment	FEE	15409309	USD378.00
CORE	Global Change Biology	GCB	13652486	USD7,701.09
CORE	Global Policy	GPOL	17585899	USD734.76
CORE	Groundwater	GWAT	17456584	USD945.36
CORE	Head & Neck: Journal for The Sciences & Specialties of The Head and Neck	HED	10970347	USD3,252.08
CORE	Headache: The Journal of Head and Face Pain	HEAD	15264610	USD697.80
CORE	Health Economics	HEC	10991050	USD2,627.35
CORE	Immunological Reviews	IMR	1600065X	USD1,740.93
CORE	Internal Medicine Journal	IMJ	14455994	USD1,722.24
CORE	International Journal of Cancer	IJC	10970215	USD7,053.28
CORE	International Journal of Dermatology	IJD	13654632	USD2,377.44
CORE	International Journal of Eating Disorders	EAT	1098108X	USD4,424.16
CORE	International Journal of Nursing Practice	IJN	1440172X	USD1,475.25
CORE	International Nursing Review	INR	14667657	USD628.16
CORE	Journal for the Scientific Study of Religion	JSSR	14685906	USD287.04
CORE	Journal of Advanced Nursing	JAN	13652648	USD4,338.88
CORE	Journal of the Experimental Analysis of Behavior	JEAB	19383711	USD268.32
CORE	Journal of Accounting Research (Electronic)	JOAR	1475679X	USD1,430.00
CORE	Journal of Adolescent & Adult Literacy	JAAL	19362706	USD185.45
CORE	Journal of American Geriatrics Society	JGS	15325415	USD1,407.12
CORE	Journal of Applied Behavior Analysis	JABA	19383703	USD160.16
CORE	Journal of Applied Ecology	JPE	13652664	USD1,938.14
CORE	Journal of Applied Econometrics	JAE	10991255	USD2,770.20
CORE	Journal of Applied Research In Intellectual Disabilities	JAR	14683148	USD1,210.56
CORE	Journal of Applied Social Psychology	JASP	15591816	USD2,156.54
CORE	Journal of Bone and Mineral Research	JBMR	15234681	USD1,266.72
CORE	Journal of Cardiovascular Electrophysiology	JCE	15408167	USD1,445.60
CORE	Journal of Cellular Biochemistry	JCB	10974644	USD17,502.16

CORE	Journal of Cellular Physiology	JCP	10974652	USD17,376.32
CORE	The Journal of Child Psychology and Psychiatry	JCPP	14697610	USD1,330.16
CORE	Journal of Clinical Nursing	JOCN	13652702	USD3,497.09
CORE	Journal of Clinical Pharmacy & Therapeutics	JCPT	13652710	USD2,536.56
CORE	Journal of Clinical Psychology	JCLP	10974679	USD1,615.12
CORE	Journal of Computational Chemistry	JCC	1096987X	USD6,211.18
CORE	Journal of Cutaneous Pathology	CUP	16000560	USD2,151.76
CORE	Journal of Ecology	JEC	13652745	USD2,278.74
CORE	Journal of Environmental Quality	JEQ2	15372537	USD980.00
CORE	Journal of Evolutionary Biology	JEB	14209101	USD4,092.22
CORE	Journal of Forensic Sciences	JFO	15564029	USD808.08
CORE	Journal of Gastroenterology and Hepatology	JGH	14401746	USD2,369.12
CORE	Journal of Human Nutrition & Dietetics	JHN	1365277X	USD1,522.56
CORE	Journal of Intellectual Disability Research	JIR	13652788	USD2,118.75
CORE	Journal of Internal Medicine	JOIM	13652796	USD1,942.20
CORE	Journal of Midwifery & Women's Health	JMWH	15422011	USD718.64
CORE	Journal of Orthopaedic Research ®	JOR	1554527X	USD1,118.53
CORE	Journal of Neurochemistry	JNC	14714159	USD7,553.52
CORE	Journal of Neuroscience Research	JNR	10974547	USD21,904.48
CORE	Journal of Nursing Management	JONM	13652834	USD1,633.84
CORE	Journal of Paediatrics and Child Health	JPC	14401754	USD2,047.76
CORE	Journal of Policy and Practice In Intellectual Disabilities	JPPI	17411130	USD677.04
CORE	Journal of Policy Analysis and Management	PAM	15206688	USD1,960.40
CORE	Journal of Research in Science Teaching	TEA	10982736	USD2,744.56
CORE	Journal of Research On Adolescence	JORA	15327795	USD996.84
CORE	Journal of School Health	JOSH	17461561	USD618.80
CORE	Journal of Sleep Research	JSR	13652869	USD1,093.24
CORE	Journal of Thrombosis and Haemostasis	JTH	15387836	USD1,596.07
CORE	JACCP: Journal of the American College of Clinical Pharmacy	JAC5	25749870	USD1,571.00
CORE	Language Learning	LANG	14679922	USD575.64
CORE	Law & Policy	LAPO	14679930	USD738.50
CORE	Law & Society Review	LASR	15405893	USD559.72
CORE	Learning Disabilities Research & Practice	LDRP	15405826	USD904.80
CORE	Liver International	LIV	14783231	USD1,537.23
CORE	Magnetic Resonance in Medicine	MRM	15222594	USD3,971.41
CORE	Methods in Ecology and Evolution	MEE3	2041210X	USD2,274.30
CORE	Modern Language Journal	MODL	15404781	USD276.12
CORE	Molecular Carcinogenesis	MC	10982744	USD4,730.54
CORE	Molecular Microbiology	MMI	13652958	USD10,469.89
CORE	Movement Disorders	MDS	15318257	USD2,631.05
CORE	Muscle & Nerve	MUS	10974598	USD5,065.36
CORE	New Directions for Student Services	SS	15360695	USD398.73
CORE	New Phytologist	NPH	14698137	USD5,037.76
CORE	Nursing & Health Sciences	NHS	14422018	USD1,018.38
CORE	Nursing Philosophy	NUP	1466769X	USD843.44
CORE	Nursing Forum	NUF	17446198	USD369.20
CORE	Nursing In Critical Care	NICC	14785153	USD871.52
CORE	Nursing Inquiry	NIN	14401800	USD1,067.54
CORE	Obesity	OBY	1930739X	USD857.79
CORE	Obesity Reviews	OBR	1467789X	USD1,337.44
CORE	Oikos	OIK	16000706	USD2,202.40
CORE	Pacific Philosophical Quarterly	PAPQ	14680114	USD635.44
CORE	Pacing and Clinical Electrophysiology	PACE	15408159	USD1,471.51
CORE	Pain Practice	PAPR	15332500	USD658.00

CORE	Pediatric Anesthesia	PAN	14609592	USD2,822.34
CORE	Pediatric Blood & Cancer	MPO	15455017	USD7,451.60
CORE	Pediatric Dermatology	PDE	15251470	USD1,564.18
CORE	Pediatric Diabetes	PEDI	13995448	USD1,185.40
CORE	Personal Relationships	PERE	14756811	USD709.48
CORE	Pharmacotherapy: The Journal of Human Pharmacology and Drug Therapy	PHAR	18759114	USD695.76
CORE	Philosophy and Phenomenological Research	PHPR	19331592	USD400.40
CORE	Philosophy and Public Affairs	PAPA	10884963	USD267.75
CORE	Proteins: Structure, Function and Bioinformatics	PROT	10970134	USD8,168.16
CORE	Public Administration Review	PUAR	15406210	USD627.28
CORE	Public Health Nursing	PHN	15251446	USD1,093.04
CORE	PM&R	PMRJ	19341563	USD807.30
CORE	Reading Research Quarterly	RRQ	19362722	USD176.90
CORE	Research in Nursing & Health	NUR	1098240X	USD2,206.89
CORE	Restoration Ecology	REC	1526100X	USD1,034.73
CORE	Scandinavian Journal of Medicine & Science In Sports	SMS	16000838	USD1,096.30
CORE	Small Methods	E770	23669608	USD3,542.76
CORE	Social Science Quarterly	SSQU	15406237	USD518.96
CORE	Sociology Compass	SOC4	17519020	USD1,692.52
CORE	Sociology of Health & Illness	SHIL	14679566	USD1,723.17
CORE	Suicide and Life-Threatening Behavior	SLTB	1943278X	USD1,047.35
CORE	Soil Science Society of America Journal	SAJ2	14350661	USD980.00
CORE	Strategic Management Journal	SMJ	10970266	USD3,930.16
CORE	Statistics in Medicine	SIM	10970258	USD9,503.52
CORE	SMALL (Electronic)	2296	16136829	USD6,903.52
CORE	The American Journal on Addictions	AJAD	15210391	USD1,159.70
CORE	The FASEB Journal	FSB2	15306860	USD1,315.60
CORE	The FEBS Journal	FEBS	17424658	USD8,411.52
CORE	The Journal of Finance	JOFI	15406261	USD667.68
CORE	The Journal of Physiology	TJP	14697793	USD9,362.68
CORE	The Journal of Popular Culture	JPCU	15405931	USD467.45
CORE	The Journal of Rural Health	JRH	17480361	USD403.52
CORE	The Laryngoscope	LARY	15314995	USD1,168.96
CORE	The Milbank Quarterly	MILQ	14680009	USD354.60
CORE	The Modern Law Review	MLR	14682230	USD508.24
CORE	The Reading Teacher	TRTR	19362714	USD190.20
CORE	The Russian Review	RUSS	14679434	USD349.20
CORE	Transfusion	TRF	15372995	USD1,182.48
CORE	Transplant Infectious Disease	TID	13993062	USD1,004.43
CORE	Ultrasound in Obstetrics & Gynecology	UOG	14690705	USD2,095.59
CORE	Worldviews on Evidence-Based Nursing	WVN	17416787	USD642.72

Total Fee in Year 2022		USD 649,159.90
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APPENDIX D(a): ONLINE REFERENCE WORKS – One-Time license

Customer: University of Kansas

Licensed Online Reference Works (ORW) are the electronic editions of Wiley's major reference works to which the Customer has access under this Agreement (the "Edition(s)"). They may include tables of content, abstracts, full text and illustrations, data tables and additional content not included in the print versions of the major reference works.

1. **Access:** A One-Time license will entitle the Customer to the ORW that are available during the license term. It will also include all material added or updated during that term.
 - 1.1. Certain products and services may be delivered from other platforms. The terms and conditions hereof are equally applicable to those products and services.
2. **Perpetual Access:** Wiley will provide the Customer with perpetual access to the full text of the Licensed Online Reference Works, where Wiley has the rights to deliver this.
 - 2.1. Perpetual access to the above electronic product(s) guaranteed for the content available in calendar year ending December 31, 2024.
3. **Fees:** ORW fees will be calculated based on the Customer's number of FTEs.
 - 3.1. The titles for the initial license are listed with fees herein.
 - 3.2. Fee Increase Cap: 3.00% for Years 2 and 3.

Collection	Title	ISSN/ISBN	Years Included	Fee
eMRW	Encyclopedia of Applied Linguistics	9781405198431	2022	USD 429.40
eMRW	Kirk-Othmer Encyclopedia of Chemical Technology	9780471238966	2022	USD 2,281.09

Total Fee in Year 2022	USD 2,710.49
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4. **Appendix Term:** January 1, 2022 through December 31, 2024.
 - 4.1. During the Appendix Term, the Customer may license additional products under this Appendix and the Agreement. The Appendix Term may never exceed the term of the Agreement as set forth in Paragraph 7.1. of the Agreement.

APPENDIX F: THE COCHRANE LIBRARY

Customer: University of Kansas

The Cochrane Library is an electronic product to which the Customer has access under this Agreement. It includes tables of content, abstracts, full text, illustrations, data tables, search and retrieval tools, software and other functionality. The Cochrane Library will be updated regularly.

1. An Annual Subscription will give the Customer access to The Cochrane Library Edition that is available at the time this Agreement begins for twelve months, plus any content added or updated during the Term of the subscription. The Customer must continue to subscribe each year in order to retain access.
2. **Fees:** The Cochrane Library fees may be calculated based on the Customer's number of FTEs.
 - 2.1. **Fee Increase Cap:** 3.00% for Years 2 and 3.

The Cochrane Library	Fee
Cochrane Database of Systematic Reviews (CDSR; contains Cochrane Systematic Reviews and Cochrane Methodology Reviews)	
Cochrane Central Register of Controlled Trials (CENTRAL; Clinical Trials)	
Cochrane Clinical Answers (CCA)	
About The Cochrane Collaboration (About; Cochrane Groups)	
Fee in Year 2022	USD 5,848.21

3. **Appendix Term:** January 1, 2022 through December 31, 2024.
 - 3.1. During the Appendix Term, the Customer may license additional products under this Appendix and the Agreement. The Appendix Term may never exceed the term of the Agreement as set forth in Paragraph 7.1. of the Agreement.

APPENDIX G: CURRENT PROTOCOLS

Customer: University of Kansas

Current Protocols Online (CP Online) is the electronic edition of Wiley's Current Protocols publications to which the Customer has access under this Agreement. They include tables of content, abstracts, full text and illustrations, data tables and any additional content not included in the print versions of the CP publications, including but not limited to search and retrieval tools, software and functionality. CP Online will be updated regularly.

1. **Access:** An Annual Subscription will give the Customer access to the Current Protocols Edition that is available at the time this Agreement begins for twelve months, plus any content added or updated during the Term of the subscription.
 - 1.1. The Customer must continue to subscribe each year in order to retain access.
2. **Fees:** CP Online fees will be calculated based on the Customer's number of FTEs. For this purpose, FTEs are defined as full-time equivalent students and academic faculty.
 - 2.1. The titles for the initial license are listed with fees herein.
 - 2.2. **Fee Increase Cap:** 3.00% for Years 2 and 3.

Collection	Title	ISSN/ISBN	Years Included	Fee
Current Protocols	Current Protocols in Protein Science	9780471140863	2022	USD 7,015.63
Current Protocols	Current Protocols in Molecular Biology	9780471142720	2022	USD 9,354.76

Total Fee in Year 2022	USD 16,370.39
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3. **Appendix Term:** January 1, 2022 through December 31, 2024.
 - 3.1. During the Appendix Term, the Customer may license additional products under this Appendix and the Agreement. The Appendix Term may never exceed the term of the Agreement as set forth in Paragraph 7.1. of the Agreement.

APPENDIX K: ANTHROSOURCE

Customer: University of Kansas

The Licensed AnthroSource Collection is the electronic editions of Wiley journal content published in the years designated as part of the AnthroSource package to which the Customer has access under this Agreement, and for which the Customer has paid the full rate institutional subscription fee. The content includes tables of content, abstracts, full text and illustrations and any additional electronic journal content not included in the print versions of the journals.

1. **Access:** During the term of this Agreement, Wiley will provide the Customer with access to current content published during the Agreement term in the Licensed AnthroSource Collection and retrospective content back to Volume 1, Issue 1.
2. **Perpetual Access:** Upon termination of this Agreement, Wiley will provide the Customer with perpetual access to current content published during the Agreement term in the Licensed AnthroSource Collection and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley, where Wiley has the rights to deliver this.
3. **Subscription Maintenance:** During the term of this Agreement, the Customer agrees to maintain the institutional subscription to the AnthroSource Collection as set forth below.

3.1. **Fee Increase Cap:** 3.00% for Years 2 and 3.

Titles Included	
American Anthropologist	Ethnographic Praxis in Industry Conference Proceedings
American Ethnologist	Ethos
Annals of Anthropological Practice (formerly NAPA Bulletin)	General Anthropology Bulletin of the General Anthropology Division
Anthropology & Education Quarterly	Journal for the Anthropology of North America (formerly North American Dialogue)
Anthropology & Humanism	Journal of Latin American and Caribbean Anthropology
Anthropology News	Journal of Linguistic Anthropology
Anthropology of Consciousness	Journal of the Society for the Anthropology of Europe
Anthropology of Work Review	Medical Anthropology Quarterly
Archeological Papers of the American Anthropological Association	Museum Anthropology
Bulletin of the National Association of Student Anthropologists	Nutritional Anthropology
Central Issues in Anthropology	PoLAR: Political and Legal Anthropology Review
City & Society	Proceedings of the African Futures Conference
CSAS Bulletin Central States Anthropological Society	SOLGAN
Cultural Anthropology	Teaching Anthropology: Society for Anthropology in Community Colleges Notes
Culture, Agriculture, Food and Environment	Transforming Anthropology
Economic Anthropology	Visual Anthropology Review
El Mensajero	Voices
Total Fee for Year 2022	USD 2,057.20

4. **Appendix Term:** January 1, 2022 through December 31, 2024.
 - 4.1. During the Appendix Term, the Customer may license additional products under this Appendix and the Agreement. The Appendix Term may never exceed the term of the Agreement as set forth in Paragraph 7.1. of the Agreement.

**CONTRACTUAL PROVISIONS ATTACHMENT
For Wiley Online Enhanced Agreement Only**

1. **Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
 2. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the University of Kansas or any of its affiliates ("University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are defined under the Kansas Tort Claims Act (K.S.A. 76-6101 *et seq.*).
 3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under the contract for which it has not been paid. The University will pay contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement under this provision, title to any such equipment shall revert to contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
 4. **Kansas Law and Venue:** All matters arising out of or related to this agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts located in the State of Kansas.
 5. **Required Non-Discrimination Provision:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. Contractor specifically agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University. The provisions of this paragraph (except the provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the University cumulatively total \$5,000 or less during the fiscal year. In accordance with the Governor's Executive Order 18-04, the University has policies prohibiting sexual harassment, discrimination, and retaliation. The University's applicable policies on sexual harassment, discrimination, and retaliation are available at <http://policy.ku.edu/> and provide for confidentiality and anonymous reporting.
- Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.6(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance individuals in employment without regard to race, color, religion, sex, national origin, protected veteran status or disability.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
 7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 76-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
 8. **Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute the contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. Responsibility For Taxes: The University shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. Insurance: The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.

11. Information/Confidentiality: As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.). Moreover, no provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 45-1101 et seq.

12. The Eleventh Amendment: The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but the University here reiterates that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.

13. Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

14. Privacy of Student Records: Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and agrees to handle any student education records it receives pursuant to this Agreement in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any unpermitted disclosure of University's student educational records.