

The University of New Mexico

Office of The Custodian of Public Records

MSC05 3440 Scholes Hall Room 208 1 University of New Mexico Albuquerque, NM 87131-0001 Telephone (505) 277-5983 FAX (505) 277-4154 http://publicrecords.unm.edu/

September 29, 2014

Via Email Transmission: tedb@econ.ucsb.edu

Ted Bergstrom Professor of Economics University of California Santa Barbara

Re: <u>IPRA Request No. 7497</u>

Dear Mr. Bergstrom:

Please see the attached responsive to your IPRA request.

Sincerely,

Anne Murray

Custodian of Public Records AMurray@salud.unm.edu

AM/lg

Attachments



American Chemical Society Publications Division Online Products Institutional Access Agreement

This Online Products Institutional Access Agreement ("Agreement") is entered into this day of Leanner 2013, between the American Chemical Society ("ACS"), a federally-chartered nonprofit located at 1155 16th Street NW, Washington DC 20036 and The Regents of The University of New Mexico located at ("Grantee") (ACS and the Grantee are collectively referred to in this Agreement as "the Parties").

1. SCOPE OF GRANT

ACS grants Grantee non-exclusive and nontransferable permission to access ACS products and services as identified in the attachments to this Agreement (collectively "ACS Products"), subject to the terms and conditions set forth in this Agreement, including all attachments.

2. TERM

- a. The Initial Term of this Agreement shall be through December 31, 2016. Unless otherwise agreed to by ACS and Grantee in writing, or modified or terminated as provided for herein, the Agreement shall automatically renew for additional one-year terms on payment of annual access, subscription and/or platform maintenance fees as set by ACS and agreed to by the Grantee.
 - b. From time to time, ACS may require the Parties to execute a new Agreement.

3. FEES AND PAYMENTS

- a. Grantee agrees to pay ACS the amounts (Access Fee) set forth in the attached "Access Fee" attachment, as may be supplemented by mutual consent. ACS will not activate Grantee's access to the ACS Products until Grantee provides ACS with: (1) the email address of a contact person; (2) a duly executed Agreement; and (3) any other information required by ACS to set-up and activate Grantee's access.
- **b.** Grantee agrees to pay all ACS invoiced Access Fees within forty-five (45) days of receipt of the invoice date. ACS reserves the right to discontinue Grantee's access to the ACS Products and to terminate this Agreement in the event Grantee fails to pay all Access Fees in accordance with the ACS invoice.
 - c. ACS reserves the right to modify the Access Fee for any renewal term upon written notice to Grantee.

4. INSTITUTIONAL CUSTOMER TYPE; AUTHORIZED USERS; SITES; ADDRESSES

- a. If Grantee is a "consortium," Grantee shall, prior to ACS's activation of Grantee's access to the ACS Products, provide ACS with a current listing of all participating consortium members, including physical location and IP addresses. Further, by entering into this Agreement, Grantee affirms its authority to enter into this Agreement on behalf of each of the listed consortium members. During the Term of this Agreement, Grantee shall promptly notify ACS of any changes to the membership of the consortium. Grantee acknowledges that any such changes to the membership of the consortium may necessitate a change in the Access Fee due under this Agreement. Grantee shall notify each consortium member of the terms and conditions for accessing the ACS Products. Grantee further agrees to notify ACS promptly upon learning of any violations of this Agreement by any consortium members and/or consortium members' authorized users and will cooperate with the ACS in investigating any such violations or unauthorized uses and in taking reasonable steps to prevent a reoccurrence.
- b. ACS grants to Grantee and its Authorized Users at the authorized sites approved by ACS ("Authorized Sites") identified in the Site List and IP Address Attachment ("Site List Attachment"), online access to the ACS Products. This Agreement extends to Grantee and Authorized Users individually at Authorized Sites. For purposes of this Agreement, "Authorized Users" means, those serving in the capacity of employees, faculty and other teaching staff, and persons officially registered as full or part-time students located at an Authorized Site. Authorized Users may access the

ACS Products from remote sites. Others who are physically present at an Authorized Site may access the ACS Products but may not do so from locations outside of an Authorized Site ("Other Users").

- c. Authorized Users will be recognized and authorized by their Internet Protocol ("IP") addresses. Grantee is responsible for providing valid IP addresses. The form of the IP addresses must be acceptable to ACS as defined on the IP Address and Site List Attachment. IP Ownership must be verifiable and IP addresses must be directly affiliated with Grantee. Only those IP addresses submitted by Grantee, listed on the Site List Attachment, and approved by ACS will have access to the ACS Products. If the Grantee(s) plan to use a Proxy Server or enable Virtual Private Network (VPN) access, such access must be registered with ACS and use an ACS-approved configuration.
- d. Grantee shall exercise reasonable care and shall be responsible for all access control to ensure only Authorized Users and Other Users access the ACS Products for Permitted Use as defined herein. All usage/downloads of ACS content by Authorized Users and Other Users that gain access through the Grantee's firewall, proxy servers and other gateways for users authorized via the ACS Approved IP addresses listed on the Site List Attachment will be factored into the Grantee's Access Fee. Grantee agrees to notify Authorized Users and Other Users of the relevant conditions for accessing ACS Products. Grantee further agrees to notify ACS promptly upon learning of any violations of this Agreement by Authorized Users and Other Users and will cooperate with the ACS in investigating any such violations or unauthorized uses and in taking reasonable steps to prevent a reoccurrence.

5. PERMITTED USES

- a. Authorized Users and Other Users may view, download, save, or print individual articles, individual book chapters, proceedings, Reagent Chemicals monographs or other individual items from the ACS Products for their personal scholarly, research, and educational use. If the Grantee is a commercial entity, Authorized Users may use ACS Products to support their scientific research undertaken in the normal course of their employment or in connection with the process of obtaining regulatory approval for drug products as provided herein. Authorized Users and Other Users may make a printed copy of individual articles, individual book chapters, proceedings, Reagent Chemical monographs, or other individual items from the ACS Products for the internal or personal use of others who are Authorized Users but who are unable to access the ACS Products. Authorized Users and Other Users may include (and are encouraged to provide) links to the ACS Products as part of course pack offerings or within an e-mail communications.
- b. Except as set forth in Prohibited Uses herein, Grantee may use the ACS Products to fulfill requests for Interlibrary Loans ("ILL"). ILLs are permitted to support non-commercial scholarly research by patrons of other libraries such as public, school, or college libraries. Grantee may obtain a copy of an individual article, individual book chapters, proceedings, Reagent Chemicals monographs, or other individual items from the ACS Products in PDF format (Portable Document Format) and transmit it to the ILL requesting Library by mail, fax, or electronic transmission. The Grantee may make up to five (5) free article copies of individual journal articles, proceedings, individual book chapters, Reagent Chemicals monographs or other individual items from the ACS Products per year for ILL purposes. Additional requests may be fulfilled only if the applicable single copy fees are paid either to the Copyright Clearance Center or directly to ACS through its sales procedures for single articles, individual book chapters, proceedings, Reagent Chemicals monographs or other individual items from the ACS Products.
- c. Grantee or Authorized Users may provide print or electronic copies of individual items taken from ACS Products to national or international regulatory authorities in connection with the preparation or submission of the Grantee's or Authorized User's applications for drug and product approval, provided that such applications do not amount to commercial redistribution for direct profit. Grantee and Authorized Users may supply print or electronic copies of individual items taken from the ACS Products when required by law.
- d. Grantee or Authorized Users may reactively supply print or electronic copies of individual items taken from ACS Products to healthcare professionals or other third parties in response to enquiries relating to Grantee's medical products. Such copies must carry, without modification, those copyright notices already incorporated in the ACS Products. This use of the ACS Products is restricted to responding to enquiries only. For the avoidance of doubt, this excludes proactive or multiple supplies of articles for marketing, sales, or other purposes, including any activity that would replace a subscription or the purchase of reprints.

6. PROHIBITED USES

- a. Except as provided in Permitted Uses herein, Grantee, its Authorized Users and Other Users agree not to forward, transfer, sell, rent, or otherwise knowingly distribute or provide access to the ACS Products or any portions thereof, to any third party. Individual articles, individual book chapters, proceedings, Reagent Chemicals monographs or other individual items from the ACS Products and other information obtained under this Agreement may not be used for fee-for-service purposes such as document delivery, except under a separately negotiated transactional agreement. The ACS Products may not be used to supply single articles, individual book chapters, proceedings, Reagent Chemicals monographs, or other individual items to ILL requesters that are employed by a commercial organization or by a library that belongs to a for-profit company without prior written approval of ACS.
- **b.** Authorized Users and Other Users may not use ACS Products to support work performed on behalf of any commercial entity other than the Grantee. Grantee agrees to take all reasonable measures to ensure proper use of ACS Products by Authorized Users and Other Users, and agrees to remedy identified cases of prohibited use.
- c. Authorized Users and Other Users may not modify, alter, or create derivative works of the materials contained in the ACS Products without prior written permission from ACS. Indexing, by human or machine means, aggregating, data mining, peer-to-peer (or similar) file-sharing are all prohibited uses unless an institution concludes a specific, separate agreement with ACS to do so. Authorized Users and Other Users may not use illustrations or other graphic excerpts or abstracts without a complete citation and the inclusion of a persistent URL link to the appropriate material within ACS Products.
- d. Individual articles, book chapters, Reagent Chemicals monographs, and other individual items from the ACS Products that include information obtained as a result of access to the ACS Products are not to be systematically downloaded, re-published in any media, print or electronic form. Individual articles, book chapters, Reagent Chemicals monographs, or other individual items from the ACS Products may not be downloaded in aggregate quantities or centrally stored for later retrieval.
- e. Grantee acknowledges that ACS may prevent Grantee, its Authorized Users and Other Users from using, implementing, or authorizing use of any computerized or automated tool or application to search, index, test, or otherwise obtain information from ACS Products (including without limitation any "spidering" or web crawler application) that has a detrimental impact on the use of the services under this Agreement. Grantee agrees to assist ACS in correcting unauthorized use of such methods or applications and acknowledges that ACS may from time-to-time implement tools or other controls on the ACS Products to regulate or restrict use of computerized or automated applications that are used to search, index, test, or obtain information from the ACS Products. ACS acknowledges that Grantee may not be able to prevent its Authorized Users and Other Users from using such methods or applications.
- f. Grantee is required to notify ACS of any infringements of copyrights or unauthorized use of which they become aware. Grantee will cooperate with the ACS in investigating any unauthorized uses and in taking reasonable steps to prevent a reoccurrence.

7. TRIAL AND/OR NEW SUBSCRIPTIONS

Grantee may from time to time during the Term of this Agreement desire access to other ACS products and/or services not identified in this Agreement as ACS Products, either for a limited, trial period ("Trial Subscription") to determine its usefulness or suitability to Grantee or for changes to the list of ACS Products for the remainder of the Term of this Agreement. Similarly, Grantee may from time-to-time during the term of this Agreement desire access to other ACS products and/or services through the Metered Access Plan (MAP). Grantee's access to and use of any and all such additional ACS products and/or services shall be subject to and governed by all applicable Terms and Conditions of this Agreement.

8. ACCESS

a. ACS shall use reasonable commercial efforts to provide continuous availability of ACS Products through the Internet. It is understood that availability will be subject to periodic interruption due to maintenance of the server(s), installation or testing of software, loading new information files, and downtime related to equipment or services outside

the control of ACS including public and private telecommunications services or Internet nodes or facilities. ACS shall not be liable for any delay, downtime, transmission error, software or equipment incompatibilities, force majeure or other failure of performance.

- b. Except for termination for cause, upon request at the time of cancellation or expiration of this Agreement, Grantee will be provided access to the ACS Products from the ACS Web Editions published during Grantee's subscribed access period only. Upon cancellation of all or part of subscribed access, Grantee may retain digital access rights to only those journals that were subscribed to and published during the time the Grantee had an active, paid subscription to ACS Web Editions. Such digital access rights shall be contingent upon payment of an annual post-cancellation platform maintenance fee. Chemical & Engineering News, Backfile or Archive products, eBooks Symposium Series, or content acquired via ACS Articles on Command, ACS Metered Access, and ACS Lab Packs have no post cancellation rights. Agreements that terminate through cause or default have no post cancellation rights under this program. The contents of ACS Division Proceedings Online will be made available for all years in which the Grantee was a paid subscriber to ACS Division Proceedings Online. Upon cancellation of ACS Products, no additional service will be provided save the aforementioned options for the ACS Web Editions.
- c. ACS will make reasonable efforts to maintain the legacy archive of journal articles published in PDF format between 1879 and 1995. In the event that it proves commercially unreasonable for ACS to maintain the ongoing availability of the PDF legacy archive, ACS, in consultation with its Customer Advisory Panel, will make a conservation copy of the archive available through an acceptable repository to institutions that have access via a separate agreement.
- d. ACS will make reasonable efforts to maintain the ACS Symposium Series Archive, Current Editions of the Symposium Series, and other similar eBook published content, online published in PDF and/or HTML format. In the unlikely event that it proves commercially unreasonable for ACS to maintain the ongoing availability of the content, ACS, in consultation with its Customer Advisory Panel, will make a conservation copy of the ACS Symposium Series Archive and Current Editions of the Symposium Series online available through an acceptable repository.
- e. ACS agrees to provide Grantee COUNTER compliant or, in the event that COUNTER is superseded by another reporting standard, comparable usage reports via a self-service web site on a monthly basis for applicable ACS Products subscribed to by Grantee under this Agreement.

9. <u>DISPUTES</u>

The Parties agree to enter into negotiations to resolve any controversy, claim or dispute ("Dispute") arising under or relating to this Agreement. The Parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within ten (10) days of written notice of the dispute or such other time period as ACS and Grantee mutually agree. If the dispute is not timely resolved, the Parties agree, on request of either Party, to resolve the dispute by binding and final arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall take place in the District of Columbia, USA. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the dispute, and may not award specific performance or punitive damages. The decision of the arbitrator(s) shall be final and binding on the Parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. The Parties agree that the conduct and results of the arbitration will be kept confidential except as required by law. Notwithstanding anything in this Section to the contrary, disputes in which there is a claim for injunctive relief or other equitable remedy, including specific performance, may be brought in any court having competent jurisdiction throughout the world.

10. TERMINATION

a. Termination for Default. If either party breaches a term of this Agreement, the other may send written notice of the breach, including a reasonable cure period of not less than seven (7) business days. If the breach is not cured within that time, or if the Parties do not reach a satisfactory agreement on extending the cure period, then the non-breaching party may terminate this Agreement effective immediately upon written notice. In the event Grantee wishes to restore access after a termination for default, if the reduced access period is less than ninety (90) days, there will be no

reduction in Grantee's current subscription price. If the Grantee is reinstated after ninety (90) days access cancellation, the Grantee shall be required to pay a \$500 service charge prior to reinstatement. Once Grantee's account is in good standing, ACS will provide Grantee with a prorated credit for its following year's subscription fee equivalent to the reduced or terminated access period.

b. Termination for Convenience. Either party may cancel this Agreement at any time by providing the other party with sixty (60) days prior written notice. In the event of such a termination by Grantee, Grantee shall not receive a pro-rated refund of the unused Access Fee, and in the event of such a termination by ACS, Grantee shall be entitled to receive a pro-rated refund of the unused Access Fee.

11. COPYRIGHTS; OTHER INTELLECTUAL PROPERTY RIGHTS

Except as otherwise specifically noted, ACS is the owner of all right, title and interest in the content of the ACS Products, including, without limitations, individual journals, articles, abstracts, book chapters, proceedings. All ACS Products are protected under the Copyright Laws of the United States Codified in Title 17 of the U.S. Code and subject to the Universal Copyright Convention and the Berne Copyright Convention. Grantee agrees not to remove or obscure copyright notices. Grantee acknowledges that it has no claim to ownership of any part of the ACS Products or other proprietary information accessed under this Agreement.

The names "American Chemical Society," "ACS" and the titles of the journals and other ACS Products are trademarks of ACS.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

ACS warrants that it is entitled to grant this Agreement. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, ACS MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACS PRODUCTS INCLUDING THEIR QUALITY, ORIGINALITY, SUITABILITY, SEARCHABILITY, OPERATION, PERFORMANCE, COMPLIANCE WITH ANY COMPUTATIONAL PROCESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ACS SHALL NOT BE LIABLE FOR: EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT GRANTED HEREUNDER, THE USE OR INABILITY TO USE ANY ACS PRODUCT, ACS'S PERFORMANCE UNDER THIS AGREEMENT, TERMINATION OF THIS AGREEMENT BY ACS OR THE LOSS OF DATA, BUSINESS OR GOODWILL EVEN IF ACS IS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF ACS OUT OF ANY BREACH OR TERMINATION OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY GRANTEE FOR ACCESS TO ACS PRODUCTS FOR THE CURRENT YEAR IN WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, DUE TO NEGLIGENCE. The foregoing limitations and exclusions of certain damages shall apply regardless of the success or effectiveness of other remedies. No claim may be made against ACS unless suit is filed within one (1) year after the event giving rise to the claim.

13. GRANTEE'S AUTHORIZATION

In the event this Agreement is for a Consortium, Grantee represents that it has the right to enter into this Agreement on behalf of each and every one of the Consortium members. Grantee shall be responsible for compliance with all terms and conditions of this Agreement by all Consortium members and by all Authorized Users and Other Users. In the event this Agreement is not for a consortium, the undersigned represents that he/she has the right to enter into this Agreement on behalf of the Grantee.

14. INDEMNIFICATION

Copyright Indemnification: ACS shall defend, indemnify and hold Grantee harmless from all damages, costs, fees (including reasonable attorney's fees) resulting from any judgment or settlement agreement arising out of the claim by a third party that Grantee's use of the ACS Web Editions, as permitted herein, constitutes an infringement of any the copyright or other proprietary or intellectual property rights of any third party. Grantee shall give prompt notice of an

infringement claim to ACS, provide such cooperation and assistance to ACS as is reasonably necessary to defend the claim, and shall allow ACS to have sole control of the defense, provided, however, that Grantee retains the right to participate in the defense at its own expense. The foregoing indemnity obligation shall not apply with respect to any claim of infringement of materials contained in ACS Web Editions which have been modified by Grantee without the prior authorization of ACS.

15. GENERAL

This Agreement sets forth the entire understanding of the Parties and, except as provided herein, may not be modified without the express written consent of both Parties. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, USA without reference to its conflicts of laws principles. Grantee acknowledges that the delivery of the ACS Products will occur in the District of Columbia, USA. Grantee shall pay any taxes lawfully due from it, other than taxes on ACS's net income, arising out of Grantee's use of ACS Products and/or other rights granted under this Agreement. Grantee may not assign or transfer its rights under this Agreement without the express written consent of ACS.

16. ACCEPTANCE

Signing this Agreement constitutes acceptance by Grantee of the terms and conditions contained herein. Grantee represents that it has read and understands this Agreement. ACS reserves the right to modify this Agreement at any time by posting the modified terms and conditions on the ACS Publications Web site. Any use of ACS Products after such posting shall constitute acceptance of the terms and conditions as modified.

ACCEPTED:

Grantee (Customer name): _The Regents of the University of New Mexico	
Authorized Signature:	[[] A
Print name of Authorizing Person: Set Gilmore, SR Contracts Section	X 9 /
Accepted by ACS:	

I have read and agree to adhere to and abide by all the terms and conditions of this Agreement.



ACS Publications Site List & IP Address Attachment

Institution Name:	UNIV OF NEW MEXICO
	* 35 characters for the name line
Address:	1 UNIVERSITY OF NEW MEXICO
(Street, City, State, Country, Postal Code)	MSC05 3020
	ALBUQUERQUE NM United States 87131-0001
	* 30 characters per address line, country is fourth line if International
Authorized Contact Name:	Rebecca Lubas
Email:	<u>rlubas@unm.edu</u>
Telephone:	505-277-5176
Fax:	
Billing Address:	Tox beconvoxided at a lastex x detex
(If purchase is through an Agent, please specify Agency name & address here)	UNM University Libraries 1 University of New Mexico
,	Albuquerque, NM 87131-0001
	* 30 characters per address line, country is fourth line if International
Billing Contact Name:	Rebecca Lubas
Email:	ulvendor@unm.edu
Telephone:	

Rebecca Harris

Access Agreement Contact Name:



ACS Publications Site List & IP Address Attachment

Email:	ulvendor@unm.edu	
Telephone:		
Purchase Order #	To be provided at a later date.	
VAT# (EU Accts Only)		

Site Information:

List the full name and address of each site and all locations that will participate in the Access Agreement. List any additional sites and IP addresses on a separate sheet if needed using the format shown below.

IP Address Note: Please list digits that are separated by periods (example: IP address 123.456.7.*). IP Address should specify at least the first two groups of digits, commonly called a Level B address, or may specify the first three groups of digits (Level C address), or the complete IP address of the Proxy server(s) handling the Authorized sites.

Location Name	Address	IP Add	IP Address(es)			
	(Street, City, State, Country, Postal Code)	From	То			
		129.24.0.0	129.24.255.255			
		198.59.130.0	198.59.131.255			
		198.59.133.0	198.59.134.255			
		198.252.187.0	198.252.187.255			
		204.69.153.0	204.69.153.255			
		64.106.0.0	64.106.127.255			
		198.59.169.0	198.59.169.255			
		206.192.128.0	206.192.191.255			
		64.234.128.0	64.234.191.255			
		198.59.145.0	198.59.145.255			
		198.59.152.0	198.59.152.255			



ACS Publications Site List & IP Address Attachment

	198.59.154.0	198.59.155.255
Comments:		



Access Fee Attachment

University of New Mexico – 2257244 Term Jan 01 2014 - Dec 31 2016

*** 3-YEAR PRICE AGREEMENT ***

Customer Name:

UNIV OF NEW MEXICO

Account Number: Quote Date: Expires: 2257244 8/1/2013 11/15/2013

Year		Web Edi Other	Total Amount
2014	All Pubs	\$ 82,964	
2015	All Pubs	\$ 86,697	2014 Total \$ 82,964
2016	All Pubs	\$ 90,599	2015 Total \$ 86,697
			2016 Total \$ 90,599

Any additional products purchased will follow the normal pricing structure.



ELSEVIER SUBSCRIPTION AGREEMENT

This agreement ("Agreement") is entered into as of 10 December 2009 by and between **University of New Mexico**, 1 University of New Mexico, Albuquerque, NM 87131-0001, 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, researchers, and 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.

1.3 Authorized Uses.

The Subscriber and its Authorized Users may:

- access, search, browse and view the Subscribed Products;
- print and download a reasonable portion of the Subscribed Products;
- incorporate links to the Subscribed Products on the Subscriber's intranet and internet websites, provided that the appearance of such links and/or statements accompanying such links shall be changed as reasonably requested by Elsevier;
- access, search, browse, view, print and download certain journal articles and book chapters on
 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
- incorporate links to the Subscribed Products in electronic coursepacks, reserves and course management systems.

The Authorized Users may:

 transmit single journal articles and book chapters from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use.

The Subscriber may:

print and deliver journal articles from Subscribed Titles (as defined herein) and, if any, book
chapters from the Subscribed Products to fulfill requests as part of the practice commonly
known as "interlibrary loan" from non-commercial libraries located within the same country
as the Subscriber.

1.4 Restrictions on Use of Subscribed Products.

Except as may be expressly permitted in this Agreement, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work based on the Subscribed Products without the prior written permission of Elsevier, 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; or
- substantially or systematically reproduce, retain or redistribute the Subscribed Products.

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 of the Subscribed Products could materially harm Elsevier and its suppliers.

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 World Wide Web address set forth on Schedule 1 or as may be otherwise set forth herein.

Quality of Service.

Elsevier shall 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 accessible online on a monthly basis to the librarians/administrators employed by the Subscriber for internal use only. 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 Authorized Access.

Access to the Subscribed Products shall be authenticated by the use of Internet Protocol ("IP") address(es) indicated by the Subscriber on Schedule 2 and/or usernames and passwords and/or a delegated authentication mechanism, identified on Schedule 2, requiring at least two different credentials.

3.2 Protection from Unauthorized Access and Use:

The Subscriber shall use reasonable efforts to:

- ensure that access to and use of the Subscribed Products is limited to Authorized Users and
 that all Authorized Users are notified of and comply with the usage restrictions set forth in this
 Agreement;
- ensure that any passwords or credentials used to access the Subscribed Products are issued
 only to Authorized Users and that neither the Subscriber nor its Authorized Users divulge any
 passwords or credentials to any third party; and
- immediately upon becoming aware of any unauthorized use of the Subscribed Products, inform Elsevier and take appropriate steps to ensure that such activity ceases 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 shall not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the Subscriber did not intentionally assist in or encourage such unauthorized use or permit such unauthorized use to continue after having actual notice thereof.

SECTION 4. FEES AND PAYMENT TERMS.

The Subscriber shall pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within thirty (30) days of date of invoice. Late payments shall be subject to interest charges of 1% per month on the unpaid balance. The Fees shall be exclusive of any sales, use, value added, withholding or similar tax and the Subscriber shall be liable for any such taxes in addition to the Fees. Elsevier shall send a copy of Elsevier's invoice to the Subscriber's subscription agent identified as the Billing Contact on Schedule 2 (the "Agent"), and the Subscriber shall cause the Agent to pay Elsevier in accordance with the payment terms set forth above. If the Agent fails to pay the full amount of Elsevier's invoice on a timely basis, Elsevier may suspend the Subscriber's access to the Subscribed Products until the unpaid amounts of such invoice, and any interest charges, are paid.

SECTION 5. TERM.

5.1 Term.

The term of this Agreement shall commence on 1 January 2010 and continue until 31 December 2014.

5.2 Renewal.

This Agreement will be automatically renewed for successive one-year terms, subject to appropriate adjustments to Schedule 1, 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.

5.3 Early Termination Due To Insufficient Budgetary Allotment From Government.

The Subscriber may terminate this Agreement if sufficient funds are not provided 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.

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 shall 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 cooperate with Elsevier. This indemnity obligation shall 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, ELSEVIER AND ITS SUPPLIERS PROVIDE THE SUBSCRIBED PRODUCTS "AS IS" AND MAKE NO REPRESENTATION OR WARRANTY AND EXPRESSLY DISCLAIM ANY LIABILITY FOR ANY CLAIM ARISING FROM OR OUT OF THE SUBSCRIBED PRODUCTS, 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 shall 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, or shall the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder, 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, governmental restrictions, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) shall be deemed a breach of this Agreement.

7.2 Severability.

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

7.3 Entire Agreement.

This Agreement contains the entire understanding and agreement of the parties and merges 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 shall be valid unless in writing and signed by the parties.

7.5 Assignment.

The Subscriber shall 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 shall not unreasonably be withheld.

7.6 Privacy.

Elsevier shall not, without the prior written consent of the Subscriber, transfer any personal information of any Authorized Users to any non-affiliated third party or use it for any purpose other than as described in this Agreement and in the online privacy policy for the relevant online service.

7.7 Notices.

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

If to Elsevier: Elsevier B.V. c/o Regional Sales Office, 360 Park Avenue South, New York, NY 10010-1710, USA.

If to the Subscriber: University of New Mexico, 1 University of New Mexico, Albuquerque, NM 87131-0001, USA

7.8 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.

UNIVERSITY OF NEW MEXICO

(Subscriber)

Name: Bruce Cherrin

Title: Chief Procurement Officer

ELSEVIER B.V

(Elsevier)

Name: Roy Jakobs

Title: Managing Director, Academic & Government

No. 1-1342834878 & 1-1066192007 & 1-1357719638

ELSEVIER SUBSCRIPTION AGREEMENT Schedule 1

Subscribed Products/Access/Fees

UNIVERSITY OF NEW MEXICO HEALTH SCIENCES LIBRARY & INFORMATICS CENTER

No. 1-1342834878 & 1-1357719638

N6. I-1342834878 & I-1357/19				19030		
Subscribed Products - publisher	Access	2010	2011	2012	2013	2014
ScienceDirect® online - Elsevier B.V	sciencedirect.com					a 1999 a 1938 de deste a compresenta de menor constituir que en especial de side de deste de deste de la compre
Freedom Collection			and the state of t	General and the contract of the second		the statement at the statement of the st
* Total Print Subscription	All Brack And All All And Annual And All All All All All All All All All Al	\$1.200.54	\$1,260.57	\$1,323.60	\$1,389.78	\$1,459.26
Total Electronic Subscription		8299,172.45	8314,131.07	\$329.837.63	8346,329.51	\$363,645.98
• Total Subscription Turnover	g sylfacti (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	\$300,372.99	\$315,391.64	8331,161.22	\$347,719.28	\$365,105.25
Electronic Subscription Fee (10% discounted)	ama glasimon jastaminina kan a, umaja indinin tilininga na mangla ang isa kitaming dang ay Jutangsan at ilijininda aytam Barang ang ang ang ang ang ang ang ang ang	\$269,255.22	\$282,717.98	\$296,853.88	\$311,696.57	\$327,281.40
• Content Fee (10%)	an geografia de de la	\$30,037.34	\$31,539.21	\$33,116.17	\$34,771.98	\$36,510.57
Cell Press Collection Fee	- angles que, peus granq des de quandras au avel d'ence langille des gous le cel au clès celle a maissan	\$17,275.68	\$18,139.46	\$19,046.44	\$19,998.76	\$20,998.70
• Freedom Collection Fee	 B. Tillinger and the holistic for the distribution of the first and the state of th	\$25,000.00	\$37,500.00	\$50,000.00	\$52,500.00	\$55,125.00
TOTAL FEES	ut gi brisser volksmentel medikaltud der vind ut rådemer i i middemin sudstrektion (vindrektion).	\$341,568.24	\$369,896.65	\$399,016.49	\$418,967.31	\$439,915.67

ZIMMERMAN LIBRARY

No. 1-1066192007

Subscribed Products – publisher	Access	2010	2011	2012	2013	2014
ScienceDirect® online - Elsevier B.V	sciencedirect.com					My Didge geform mile his historia dhe sa il y sayan ne ay sabibi depenyibbendhe
Freedom Collection		The second secon	agenda ageldosia diferente agenda antica de la companya.	grafici sign efigificio anni ser no mes assaudo, antido lo con comissionem dell'aligio	Springs are confirm to the second	indi ada dikanda danggi, isan ang mga managan di Siliyi ka gilipin kaying mga mbang. Aran 1
Total Electronic Subscription	Co. jelov stalov selelov (1904-1904), i sepomete i od om (1904 da po falam co) v i i i se nazavale om av y name	\$322,497.45	\$338,622.32	\$355,553.44	\$373,331.11	\$391,997.67
• Total Subscription Turnover	ter get in the secret of the district in the second of	\$322,497.45	\$338,622.32	\$355,553.44	\$373,331.11	\$391,997.67
Electronic Subscription Fee (10% discounted)	uniqui hace escului de la lacencia con un un seri de la producta mandra en el serio de confederación de el cuma	\$290,247.75	\$304,760.14	\$319,998.14	\$335,998.05	\$352,797.95
• Content Fee (10%)		\$32,249.87	\$33,862.36	\$35,555.48	\$37,333.26	\$39,199.92
Freedom Collection Fee		\$25,000.00	\$37,500.00	\$50,000.00	\$52,500.00	\$55,125.00
TOTAL FEES	innigen deut in 1900 bie bescher in der der den der den der den der	\$347,497.62	\$376,122.50	\$405,553.62	\$425,831.31	\$447,122.87

Adjustment of Fees

After the initial year of the term, the Fees for the Subscriber's ScienceDirect Journal Collection(s) shall be subject to an adjustment to account for any titles added to or removed from the Journal Collection(s) during the remainder of the term of this Agreement, and the Subscriber shall receive a refund in the amount of a "price cap credit" to account for any increase in the prices of its paid print subscriptions that exceed the annual subscription price increase cap of 5% herein.

Journal Collection(s)

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

Transaction Fee

The Subscriber shall be charged a fee of Science Direct \$22.00 Article per Transaction (as defined in Section 1.3) from Elsevier journals and books. The Subscriber may purchase pre-paid Transactions upon mutual agreement of the parties in writing. Unused pre-paid Transactions shall be forfeited upon termination of the Subscriber's subscription to ScienceDirect online.

ELSEVIER SUBSCRIPTION AGREEMENT Schedule 1.1 Journal Collection(s)

Journal Collection(s):

Complete Collection: Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 1999 identified on Annex A.

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.

Freedom Collection: Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 2006 set forth in the Freedom Collection Journal Title List at http://www.info.sciencedirect.com/content/journals/titles/#freedom, as may be updated annually with the changes effective as of 1 January of the following calendar year of the term of the Agreement.

Option to Substitute Subscribed Titles

The Subscriber may substitute any of the subscribed journal titles identified on Annex A ("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.

Option to Substitute or Refund Withdrawn Subscribed Titles

The Subscriber may substitute any withdrawn Subscribed Title with one or more journal titles of total comparable value (in current year list price) at any time upon notice to Elsevier. In the event that no substitute journal title is available, Elsevier shall refund to the Subscriber the amount of the Fees paid for the withdrawn Subscribed Title for the remainder of the term.

Access to Formerly 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 \$0.081 per download (adjusted annually for inflation and cost increases), in accordance with the usage provisions of this Agreement, which provisions shall survive the termination of the Agreement. Elsevier shall 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 one time per year during regular business hours upon thirty (30) days written notice to Elsevier. 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 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.

Print Subscriptions and Expenditure Commitment

The Subscriber has provided to Elsevier a complete list of Subscribed Titles from its Freedom Collection in print, including multiple subscriptions, the value of which, set forth above, shall be separately invoiced to and paid by the Subscriber in full no later than 31 March of each calendar year of the term of the Agreement. If the Subscriber fails to make full payment on a timely basis, the Subscriber shall pay to Elsevier the value (in current year list price) of the unpaid print subscriptions. The Subscriber may substitute an electronic-only subscription for an existing print subscription during the term of the Agreement by giving Elsevier notice by I August prior to the start of the next calendar year of the Agreement, which substitution will not be considered a breach of the Subscriber's foregoing print expenditure commitment. An "e-only" discount of ten (10%) percent off the value of the then current year list price of the Subscriber's subscriptions that are accessed electronically only will be applied to the annual subscription renewal of the next calendar year and continue for each calendar year thereafter remaining in the term of this Agreement.

ELSEVIER SUBSCRIPTION AGREEMENT Annex A to Schedule 1.1 Subscribed Titles

UNIVERSITY OF NEW MEXICO-HEALTH & SCIENCE INFORMATICS CENTER

Product 11) (#	issiva 📜	Substitut Title (Exallable milline and in print)	Oty	LIG Prior 2010	Contental Lee 2010
02286	0099-5355	The Lancet (North American Edition)	1	\$1,200.54	\$120.05

Product 193	A Peril	Satiscribed Title (influe anty):	∰ Qty	Loudy Fee 2010	Contente Per 2010
00471	0306-4603	Addictive Behaviors	l	\$1,593.54	\$177.06
13163	1067-991X	Air Medical Journal	1	\$149.97	\$16.66
13170	0196-6553	Ajic - American Journal of Infection Control	1	\$471.83	\$52.43
07689	0749-3797	American Journal of Preventive Medicine	1	\$696.35	\$77.37
12002	0003-2697	Analytical Biochemistry	1	\$5,097.22	\$566.36
07601	1047-2797	Annals of Epidemiology	1	\$670.91	\$74.55
13158	0897-1897	Applied Nursing Research	1	\$261.35	\$29.04
12007	0003-9861	Archives of Biochemistry and Biophysics	1	\$5,317.35	\$590.82
13310	0003-9993	Archives of Physical Medicine and Rehabilitation	1	\$484.11	\$53.79
13191	0883-9417	Archives of Psychiatric Nursing	1	\$194.70	\$21.63
13049	0749-8063	Arthroscopy: the Journal of Arthroscopy and Related Surgery	1	\$755.99	\$84.00
05014	0166-4328	Behavioural Brain Research	1	\$5,839.17	\$648.80
12668	1521-6918	Best Practice & Research: Clinical Gastroenterology	1	\$463.07	\$51.45
12670	1521-6934	Best Practice & Research: Clinical Obstetrics & Gynaecology	1	\$652.50	\$72.50
12009	0006-291X	Biochemical and Biophysical Research Communications	1	\$6,106.66	\$678.52
07505	0006-2952	Biochemical Pharmacology	1	\$7,670.39	\$852.27
05002	0005-2728	Biochimica et Biophysica Acta - Bioenergetics	1	\$2,719.80	\$302.20
05008	0925-4439	Biochimica et Biophysica Acta - Molecular Basis of Disease	1	\$1,632.60	\$181.40
05009	0167-4889	Biochimica et Biophysica Acta - Molecular Cell Research	1	\$2,719.80	\$302.20
05012	0304-419X	Biochimica et Biophysica Acta - Reviews on Cancer	1	\$1,141.20	\$126.80
09015	0300-9084	Biochimie	l	\$1,159.42	\$128.82
07615	0006-3223	Biological Psychiatry	1	\$2,462.66	\$273.63
03004	0142-9612	Biomaterials	1	\$4,431.56	\$492.40
00972	0960-894X	Bioorganic & Medicinal Chemistry Letters	1	\$3,159.01	\$351.00
12010	0278-2626	Brain and Cognition	1	\$1,137.49	\$126.39
12015	0093-934X	Brain and Language	1	\$1,395.33	\$155.04
05020	FS00-5020	Brain Research - Subscription to All Sections	1	\$20,745.92	\$2,305.10

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03006	0305-4179	Burns	1	\$1,030.49	\$114.50
12645	0305-7372	Cancer Treatment Reviews	1	\$520.07	\$57.79
12711	0143-4160	Cell Calcium	1	\$1,441.82	\$160.20
00586	0145-2134	Child Abuse & Neglect	1	\$1,818.05	\$202.01
08065	1388-2457	Clinical Neurophysiology	1	\$1,114.69	\$123.85
12821	0009-9260	Clinical Radiology	1	\$854.22	\$94.91
07567	0149-2918	Clinical Therapeutics	1	\$221.00	\$24.56
07629	0010-7824	Contraception	1	\$933.15	\$103.68
02219	0958-1669	Current Opinion in Biotechnology	1	\$2,156.58	\$239.62
02220	0955-0674	Current Opinion in Cell Biology	1	\$1,635.63	\$181.74
02221	1367-5931	Current Opinion in Chemical Biology	1	\$1,635.63	\$181.74
02222	0959-437X	Current Opinion in Genetics & Development	1	\$1,635.63	\$181.74
02223	0952-7915	Current Opinion in Immunology	1	\$1,635.63	\$181.74
02224	1369-5274	Current Opinion in Microbiology	1	\$1,635.63	\$181.74
02225	0959-4388	Current Opinion in Neurobiology	1	\$1,560.21	\$173.36
02277	1471-4892	Current Opinion in Pharmacology	1	\$1,635.63	\$181.74
05466	1568-7864	DNA Repair	1	\$1,719.90	\$191.10
08013	0376-8716	Drug and Alcohol Dependence	1	\$2,481.96	\$275.77
00298	FS00-0298	European Journal of Cancer with Oral Oncology	1	\$3,855.37	\$428.37
08018	0301-2115	European Journal of Obstetrics & Gynecology and Reproductive Biology	1	\$3,239.70	\$359.97
12028	0014-4827	Experimental Cell Research	1	\$5,403.30	\$600.37
07655	0301-472X	Experimental Hematology	1	\$764.76	\$84.97
12032	0014-4886	Experimental Neurology	1	\$3,030.09	\$336.68
05034	0014-5793	Febs Letters	1	\$5,390.15	\$598.91
07647	0015-0282	Fertility and Sterility	1	\$526.21	\$58.47
08021	0379-0738	Forensic Science International	1	\$3,128.32	\$347.59
05107	0966-6362	Gait & Posture	1	\$981.38	\$109.04
13216	0016-5085	Gastroenterology	1	\$878.77	\$97.64
12043	0888-7543	Genomics	1	\$2,004.86	\$222.76
13166	0197-4572	Geriatric Nursing	1	\$152.60	\$16.96
12045	0090-8258	Gynecologic Oncology	1	\$2,557.38	\$284.15
13169	0147-9563	Heart & Lung - the Journal of Acute and Critical Care	1	\$343.79	\$38.20
13064	0046-8177	Human Pathology	1	\$499.02	\$55.45
08026	0020-7292	International Journal of Gynecology & Obstetrics	1	\$2,150.44	\$238.94
00266	0020-7489	International Journal of Nursing Studies	1	\$1,354.99	\$150.55
07551	0360-3016	International Journal of Radiation Oncology / Biology / Physics	1	\$3,292.32	\$365.81

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07678	1054-139X	Journal of Adolescent Health	1	\$905.96	\$100.66
05051	0165-0327	Journal of Affective Disorders	1	\$3,568.58	\$396.51
07694	0886-3350	Journal of Cataract & Refractive Surgery	1	\$401.67	\$44.63
07518	0895-4356	Journal of Clinical Epidemiology	1	\$2,167.11	\$240.79
13066	0883-9441	Journal of Critical Care Incorporating Seminars in Anesthesia	1	\$419.21	\$46.58
05437	1569-1993	Journal of Cystic Fibrosis	1	\$372.74	\$41.42
13165	0099-1767	Journal of Emergency Nursing	1	\$302.57	\$33.62
13136	0363-5023	Journal of Hand Surgery (American Volume)	1	\$572.69	\$63.63
14016	0894-1130	Journal of Hand Therapy	1	\$154.36	\$17.15
08145	0168-8278	Journal of Hepatology	1	\$1,051.54	\$116.84
12637	0195-6701	Journal of Hospital Infection	1	\$1,061.19	\$117.91
07723	1526-9523	Journal of Midwifery & Women's Health	1	\$368.34	\$40.93
12615	0022-2836	Journal of Molecular Biology	1	\$6,732.86	\$748.10
13068	0278-2391	Journal of Oral and Maxillofacial Surgery	1	\$383.26	\$42.58
07725	0885-3924	Journal of Pain and Symptom Management	1	\$940.16	\$104.46
13176	0891-5245	Journal of Pediatric Health Care	1	\$235.92	\$26.21
13162	0882-5963	Journal of Pediatric Nursing	1	\$235.04	\$26.12
13069	0022-3468	Journal of Pediatric Surgery	1	\$784.05	\$87.12
13187	1089-9472	Journal of Perianesthesia Nursing	1	\$271.00	\$30.11
12727	1748-6815	Journal of Plastic, Reconstructive & Aesthetic Surgery	1	\$663.02	\$73.67
13189	8755-7223	Journal of Professional Nursing	1	\$270.12	\$30.01
00241	0022-3956	Journal of Psychiatric Research	1	\$1,926.80	\$214.09
07550	0022-3999	Journal of Psychosomatic Research	1	\$2,239.02	\$248.78
13085	1058-2746	Journal of Shoulder and Elbow Surgery	1	\$348.17	\$38.69
07553	0740-5472	Journal of Substance Abuse Treatment	1	\$848.95	\$94.33
12083	0022-4804	Journal of Surgical Research	1	\$1,819.81	\$202.20
07681	0735-1097	Journal of the American College of Cardiology	1	\$571.82	\$63.54
13088	0022-5223	Journal of Thoracic and Cardiovascular Surgery	1	\$698.99	\$77.67
13089	0741-5214	Journal of Vascular Surgery	1	\$687.58	\$76.40
00583	0145-2126	Leukemia Research	l	\$2,920.46	\$324.50
12718	0306-9877	Medical Hypotheses	1	\$1,734.74	\$192.75
13252	0026-0495	Metabolism	1	\$656.01	\$72.89
12092	1046-2023	Methods	1	\$488.50	\$54.28
12751	0266-6138	Midwifery	1	\$435.88	\$48.43
05074	1383-5742	Mutation Research - Reviews	1	\$1,183.50	\$131.50
12097	1053-8119	Neuroimage	1	\$1,696.15	\$188.46

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00279	0028-3908	Neuropharmacology	1	\$4,005.33	\$445.04
00247	0028-3932	Neuropsychologia	1	\$3,209.00	\$356.56
00468	0306-4522	Neuroscience	1	\$9,070.98	\$1,007.89
08042	0304-3940	Neuroscience Letters	1	\$7,735.28	\$859.48
12099	1089-8603	Nitric Oxide: Biology and Chemistry	1	\$484.11	\$53.79
13175	0029-6554	Nursing Outlook	1	\$171.02	\$19.00
07585	0161-6420	Ophthalmology: Journal of the American Academy of Ophthalmology	1	\$531.47	\$59.05
13028	1079-2104	Oral Surgery Oral Medicine Oral Pathology Oral Radiology and Endodontology	1	\$466.57	\$51.84
13079	0194-5998	Otolaryngology - Head and Neck Surgery	1	\$561.29	\$62.37
05076	0304-3959	Pain	1	\$1,057.68	\$117.52
08044	0738-3991	Patient Education and Counseling	1	\$2,114.49	\$234.94
12676	1043-6618	Pharmacological Research	1	\$1,181.34	\$131.26
07546	0091-3057	Pharmacology Biochemistry and Behavior	1	\$4,478.05	\$497.56
12629	0143-4004	Placenta	1	\$1,330.43	\$147.83
12107	0091-7435	Preventive Medicine	1	\$991.91	\$110.21
13204	0033-0620	Progress in Cardiovascular Diseases	1	\$425.35	\$47.26
08047	0165-1781	Psychiatry Research	1	\$2,906.43	\$322.94
00473	0306-4530	Psychoneuroendocrinology	1	\$1,991.70	\$221.30
12673	0954-6111	Respiratory Medicine	1	\$875.26	\$97.25
05080	0920-9964	Schizophrenia Research	1	\$4,657.83	\$517.54
13201	0049-0172	Seminars in Arthritis and Rheumatism	1	\$469.21	\$52.13
12679	1044-579X	Seminars in Cancer Biology	1	\$570.06	\$63.34
13186	0749-2081	Seminars in Oncology Nursing	1	\$237.67	\$26.41
13267	0146-0005	Seminars in Perinatology	1	\$456.05	\$50.67
00315	0277-9536	Social Science & Medicine	1	\$4,941.11	\$549.01
13087	0039-6060	Surgery	1	\$565.68	\$62.85
07610	0003-4975	The Annals of Thoracic Surgery	1	\$582.34	\$64.70
07535	0736-4679	The Journal of Emergency Medicine	1	\$1,031.37	\$114.60
13372	1553-4650	The Journal of Minimally Invasive Gynecology	1	\$280.65	\$31.18
14024	0022-5347	The Journal of Urology	1	\$746.34	\$82.93
12116	0041-008X	Toxicology and Applied Pharmacology	1	\$3,492.28	\$388.03
13243	1931-5244	Translational Research	1	\$555.15	\$61.68
02115	0968-0004	Trends in Biochemical Sciences	I	\$1,643.53	\$182.61
02123	0962-8924	Trends in Cell Biology	1	\$1,643.53	\$182.61
02120	0168-9525	Trends in Genetics	1	\$1,643.53	\$182.61
02118	1471-4906	Trends in Immunology	1	\$1,643.53	\$182.61

Product ID	1920, 1949	Subscriber Title (only) only)	Qty	E-polyen Fee 2010	Content Jee-2010a
02125	0966-842X	Trends in Microbiology	1	\$1,643.53	\$182.61
02161	1471-4914	Trends in Molecular Medicine	ı	\$1,643.53	\$182.61
02116	0166-2236	Trends in Neurosciences	1	\$1,643.53	\$182.61
02117	0165-6147	Trends in Pharmacological Sciences	1	\$1,643.53	\$182.61
03094	0264-410X	Vaccine	1	\$3,782.57	\$420.29
12119	0042-6822	Virology	1	\$5,683.94	\$631.55

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00221	1359-6454	Acta Materialia	1	\$3,524.97	\$391.66
05251	0001-6918	Acta Psychologica	1	\$1,146.45	\$127.38
05086	0167-8809	Agriculture, Ecosystems & Environment	1	\$2,719.22	\$302.14
12602	0003-3472	Animal Behaviour	1	\$1,082.46	\$120.27
05141	FS00-5141	Applied Catalysis A:General with B:Environmental	1	\$9,407.73	\$1,045.30
04241	0005-7894	Behavior Therapy	1	\$189.27	\$21.03
00265	0005-7967	Behaviour Research and Therapy	1	\$1,910.75	\$212.31
02008	0006-3207	Biological Conservation	1	\$2,977.88	\$330.88
12010	0278-2626	Brain and Cognition	1	\$1,168.98	\$129.89
07402	0007-6813	Business Horizons	1	\$379.45	\$42.16
05324	0009-2541	Chemical Geology	1	\$4,453.31	\$494.81
05145	0009-2614	Chemical Physics Letters	1	\$14,113.40	\$1,568.16
00652	0272-7358	Clinical Psychology Review	1	\$1,417.74	\$157.53
05257	0010-0277	Cognition	1	\$1,679.11	\$186.57
05262	1389-1286	Computer Networks	1	\$2,210.88	\$245.65
00398	0098-3004	Computers & Geosciences	1	\$2,532.65	\$281.41
00304	0198-9715	Computers, Environment and Urban Systems	1	\$1,375.38	\$152.82
12019	0361-476X	Contemporary Educational Psychology	1	\$671.46	\$74.61
12025	0012-1606	Developmental Biology	1	\$6,643.46	\$738.16
12026	0273-2297	Developmental Review	1	\$466.88	\$51.88
07453	0885-2006	Early Childhood Research Quarterly	1	\$402.88	\$44.76
05328	0012-821X	Earth and Planetary Science Letters	1	\$4,403.74	\$489.30
05329	0012-8252	Earth-Science Reviews	1	\$1,742.20	\$193.58
02270	1471-0153	Eating Behaviors	1	\$505.63	\$56.18
05100	0921-8009	Ecological Economics	1	\$1,896.33	\$210.70
00205	0013-4686	Electrochimica Acta	1	\$5,127.47	\$569.72
03025	0140-9883	Energy Economics	1	\$1,103.18	\$122.58

Product ID	TAN 🚶	Subscribed Title (online univ)	Qiy	E-qily Fee 2010	Content Fgi 2010
00682	0889-4906	English for Specific Purposes	1	\$606.57	\$67.40
02022	0269-7491	Environmental Pollution	1	\$4,658.80	\$517.64
10028	0932-4739	European Journal of Protistology	1	\$696.70	\$77.41
07645	1090-5138	Evolution and Human Behavior	1	\$1,036.49	\$115.17
07646	0894-1777	Experimental Thermal and Fluid Science	1	\$1,488.94	\$165.44
10031	0723-0869	Expositiones Mathematicae	1	\$381.25	\$42.36
05034	0014-5793	Febs Letters	1	\$5,539.37	\$615.49
12038	1087-1845	Fungal Genetics and Biology	1	\$659.75	\$73.31
12040	0899-8256	Games and Economic Behavior	1	\$827.39	\$91.93
00212	0016-7037	Geochimica et Cosmochimica Acta	1	\$3,057.20	\$339.69
05334	0169-555X	Geomorphology	1	\$2,397.45	\$266.38
01043	0959-3780	Global Environmental Change	1	\$765.20	\$85.02
03092	1353-8292	Health & Place	1	\$664.25	\$73.81
10023	0018-442X	Homo	1	\$647.13	\$71.90
07454	0163-6383	Infant Behavior and Development	1	\$493.01	\$54.78
07455	0160-2896	Intelligence	1	\$539.87	\$59.99
00680	FS00-0680	International Communications in Heat and Mass Transfer with International Journal of Heat and Mass Transfer	1	\$7,257.24	\$806.36
00353	0020-7519	International Journal for Parasitology	1	\$2,105.42	\$233.94
05539	0303-2434	International Journal of Applied Earth Observation and Geoinformation	1	\$410.99	\$45.67
00535	0147-1767	International Journal of Intercultural Relations	1	\$1,076.15	\$119.57
12628	0140-1971	Journal of Adolescence	1	\$538.97	\$59.89
12050	0278-4165	Journal of Anthropological Archaeology	1	\$350.60	\$38.96
07456	0193-3973	Journal of Applied Developmental Psychology	1	\$490.30	\$54.48
12643	0305-4403	Journal of Archaeological Science	1	\$1,226.66	\$136.30
12627	0140-1963	Journal of Arid Environments	1	\$1,629.54	\$181.06
12056	0021-9797	Journal of Colloid and Interface Science	1	\$4,836.36	\$537.37
07693	0021-9924	Journal of Communication Disorders	1	\$912.11	\$101.35
12057	0885-064X	Journal of Complexity	1	\$600.26	\$66.70
12058	0021-9991	Journal of Computational Physics	1	\$5,412.29	\$601.37
07814	1057-7408	Journal of Consumer Psychology	1	\$630.91	\$70.10
00366	0047-2352	Journal of Criminal Justice	1	\$1,139.24	\$126.58
	0304-4076	Journal of Econometrics	1	\$2,941.83	\$326.87
12066	0022-0531	Journal of Economic Theory	1	\$2,814.75	\$312.75
	0022-0965	Journal of Experimental Child Psychology	1	\$1,493.45	\$165.94
12065	0022-1031	Journal of Experimental Social Psychology	1	\$916.61	\$101.85
	0304-405X	Journal of Financial Economics	1	\$2,326.25	\$258.47

Product ID	18800	Subscribed Tit[i (online uhl\dagger)	Qıy-	Edinly	Content Fee 2010
07705	0094-730X	Journal of Fluency Disorders	1	\$700.31	\$77.81
06016	0022-1139	Journal of Fluorine Chemistry	1	\$4,617.90	\$513.10
12647	0305-7488	Journal of Historical Geography	1	\$443.44	\$49.27
12624	0047-2484	Journal of Human Evolution	1	\$1,459.20	\$162.13
05457	FS00-5457	Journal of Hydrology with Journal of Contaminant Hydrology	l l	\$7,976.48	\$886.28
05395	0022-1996	Journal of International Economics	ı	\$1,470.92	\$163.44
05442	1042-4431	Journal of International Financial Markets, Institutions & Money	1	\$382.15	\$42,46
01005	0304-4181	Journal of Medieval History	1	\$652.54	\$72.50
12074	0749-596X	Journal of Memory and Language	1	\$1,006.75	\$111.86
05398	0304-3932	Journal of Monetary Economics	1	\$2,000.88	\$222.32
12626	0095-4470	Journal of Phonetics	1	\$588.55	\$65.39
05291	0378-2166	Journal of Pragmatics	1	\$1,100.48	\$122.28
00348	0743-0167	Journal of Rural Studies	1	\$811.17	\$90.13
00699	0022-4405	Journal of School Psychology	1	\$469.58	\$52.18
00539	0191-8141	Journal of Structural Geology	1	\$1,804.39	\$200.49
07553	0740-5472	Journal of Substance Abuse Treatment	1	\$872.45	\$96.94
05347	0377-0273	Journal of Volcanology and Geothermal Research	1	\$3,374.45	\$374.94
07432	1090-9516	Journal of World Business	1	\$402.88	\$44.76
13340	0002-8223	Journal of the American Dietetic Association	1	\$410.99	\$45.67
09087	0003-5521	L'Anthropologie	1	\$539.87	\$59.99
00616	0271-5309	Language & Communication	1	\$654.35	\$72.71
07460	0898-5898	Linguistics and Education	1	\$313.65	\$34.85
10034	1616-5047	Mammalian Biology	1	\$483.99	\$53.78
12677	1044-5005	Management Accounting Research	1	\$408.29	\$45.37
05208	0167-577X	Materials Letters	1	\$3,090.55	\$343.39
12093	1055-7903	Molecular Phylogenetics and Evolution	1	\$795.84	\$88.43
03076	0030-3992	Optics & Laser Technology	1	\$1,490.74	\$165.64
05219	0030-4018	Optics Communications	1	\$7,270.76	\$807.86
07753	0090-2616	Organizational Dynamics	1	\$218.12	\$24.24
05355	0031-0182	Palaeogeography, Palaeoclimatology, Palaeoecology	1	\$4,384.81	\$487.20
00328	0031-3203	Pattern Recognition	Ī	\$3,151.84	\$350.20
10002	0031-4056	Pedobiologia	I	\$602.06	\$66.90
00603	0191-8869	Personality and Individual Differences	1	\$2,538.05	\$282.01
10019	1433-8319	Perspectives in Plant Ecology, Evolution and Systematics	1	\$158.63	\$17.63
05231	FS00-5231	Physica A & D	1	\$12,558.66	\$1,395.41
05239	FS00-5239	Physics Letters A and B with Physics Reports	1	\$16,199.90	\$1,799.99

Profiliti ID	ISSN 1	Subscribed Litle (valine valy)	Qu	E-only Fee 2010	Content.
05305	0304-422X	Poetics	1	\$548.89	\$60.99
10035	1434-4610	Protist	1	\$813.87	\$90.43
12108	0033-5894	Quaternary Research	1	\$821.08	\$91.23
00636	0277-3791	Quaternary Science Reviews	1	\$2,165.81	\$240.65
00969	0960-1481	Renewable Energy	1	\$2,393.85	\$265.98
00826	0891-4222	Research in Developmental Disabilities	1	\$723.74	\$80.42
05416	0928-7655	Resource and Energy Economies	1	\$717.44	\$79.72
00704	0736-5845	Robotics and Computer-Integrated Manufacturing	1	\$1,367.26	\$151.92
05360	0037-0738	Sedimentary Geology	1	\$3,477.20	\$386.36
12113	0049-089X	Social Science Research	1	\$648.94	\$72.10
10022	0723-2020	Systematic and Applied Microbiology	1	\$1,027.48	\$114.16
05361	0040-1951	Tectonophysics	1	\$5,614.17	\$623.80
00232	FS00-0232	Tetrahedron (Including Tetrahedron: Asymmetry)	1	\$18,372.04	\$2,041.34
00233	0040-4039	Tetrahedron Letters	1	\$13,400.47	\$1,488.94
07423	1047-8310	The Journal of High Technology Management Research	1	\$438.93	\$48.77
07443	0362-3319	The Social Science Journal	1	\$443.44	\$49.27
12117	0040-5809	Theoretical Population Biology	1	\$1,168.98	\$129.89
02201	1364-6613	Trends in Cognitive Sciences	1	\$1,689.03	\$187.67
02122	0169-5347	Trends in Ecology & Evolution	1	\$1,689.03	\$187.67
00309	0043-1354	Water Research	1	\$5,414.99	\$601.67
00361	0277-5395	Women's Studies International Forum	1	\$732.75	\$81.42
00386	0305-750X	World Development	1	\$2,350.58	\$261.18

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-	87131-0001,USA			

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Primary Contact

Name: Holly Phillips

Title:

Name/Address (if different from Section 7.7):

E-mail:

HPhillips@salud.unm.edu Phone: 505-272-4943

Fax: 505-272-5350

Billing Contact

Name: Brandi Allen

Title:

Name/Address (if different from Section 7.7): EBSCO Information Services, P.O. Box 1943,

Birmingham, 35201-1943, AL, USA

E-mail: ballen@ebsco.com 508-850-7580 x3002 Phone: 508-850-7583 Fax:

Accounts Payable Contact

Name: Title:

Name/Address (if different from Section 7.7):

E-mail: Phone: Fax:

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Primary Contact

Name:

Steve Harris

Title:

Collection Development

Name/Address (if different from Section 7.7):

E-mail:

srharris@unm.edu 505-277-2586

Phone: Fax:

505-277-2194

Billing Contact

Name:

Claudia Haass

antiti.

Subscriptions Department / Electronic Resources

Name/Address (if different from Section 7.7):

E-mail: Phone:

Fax:

chaass@harrassowitz.de +49-(0)611-530 360 +49-(0)611-530 560

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Name:

Title:

Name/Address (if different from Section 7.7):

E-mail: Phone: Fax:

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129.24.*.*,
64.106.0.*-64.106.127.*,
64.234.128.*-64.234.191.*,
198.59.97.*,
198.59.130.*-198.59.131.*,
198.59.133.*-198.59.134.*,
198.59.145.*,
198.59.152.*,
198.59.154.*-198.59.155.*,
198.59.169.*,
198.252.187.*,
204.69.153.*,
206.192.128.* - 206.192.191.*,
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EMERALD MANAGEMENT XTRA

UNIVERSITY OF NEW MEXICO

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Agreed for and on behalf of the Licensee's Authorised Representative
SIGNATURE OF LICENSEE'S AUTHORISED REPRESENTATIVE:
Jeffrey Gilmore
TITLE OF LICENSEE'S AUTHORISED REPRESENTATIVE:
Senior Contracts Specialist
DATE: 7-30-09
Agreed for and on behalf of Emerald's Authorised Representative:
SIGNATURE OF EMERALD'S AUTHORISED REPRESENTATIVE:
PRINT NAME OF EMERALD'S AUTHORISED REPRESENTATIVE:
TITLE OF EMERALD'S AUTHORISED REPRESENTATIVE:
DATE: 28/8/2009

Document: 1344012

EMERALD MANAGEMENT XTRA

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Position: Director, Collections and Acquisitions Services

Institution: University of New Mexico

Address: University Libraries, MSC05 3020, 1 University of New Mexico

City: Albuquerque, NM Zip code: 87131-0001 Telephone: 505/277-2586 Fax:505/277-2194

Email: srharris@unm.edu; also email: ulvendor@unm.edu Country: U.S.A.

IP Ranges:[listed at bottom of this page]

3. AGENT OR CONSORTIUM DETAILS (This section must be completed if a Consortium discount has been given)

Licensee's authorized agent: Amigos Library Services

Company: Amigos Library Services

Address: 14400 Midway Road

City: Dallas, TX Zip code:75244

Telephone: 800/843-8482 Fax: 972/991-6061

Email: (unknown) Country: U.S.A.

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129.24.*.*,	198.59.133-134.*,	198.252.187.*,
64.106.0-127.*	198.59.145.*,	204.69.153.*,
64.234.128-191.*,	198.59.152.*,	206.192.128-191.*
198.59.97.*,	198.59.154-155.*,	
198.59.130-131.*,	198.59.169.*,	

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,	y Gilmore
TITLE C	F LICENSEE'S AUTHORISED REPRESENTATIVE:
Senic	or Contracts Specialist
DATE:	7-30-09
Agreed	for and on behalf of Emerald's Authorised Representative:
	for and on behalf of Emerald's Authorised Representative: FURE OF EMERALD'S AUTHORISED REPRESENTATIVE:
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Appendix

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Title	2010	2011	2012
EMX 120	\$6191.00	\$6,377.00	\$6,568.00
Construction Innovation (e-only)	\$300.00	\$309.00	\$318.00
Total	\$6,491.00	\$6,686.00	\$6,886.00

Titles included:

Construction Innovation (e-only)

EMX 120

Title	Acronym	ISSN	Abstracts From	Fulltext from	
Accounting, Auditing & Accountability Journal	LAAAJ	0951-3574	1988	1988	
Asia Pacific Journal of Marketing and		an anggan demokratika sebagai kemanan demokratika dan mendalah berberakan dan kelalah dan dan berberakan dan d Berberakan dan dan dan dan dan dan dan dan dan d			
Logistics	APJML	1355-5855	1998	1998	
Aslib Proceedings: New Information	1				
Perspectives	AP	0001-253X	1999	1999	
Benchmarking: An International Journal	BIJ	1463-5771	1994	1994	
British Food Journal	BFJ	0007-070X	1989	1994	
Business Process Management Journal	BPMJ	1463-7154	1995	1995	
Business Strategy Series (previously					
Handbook of Business Strategy)	BSS	1751-5637	2004	2004	
Campus-Wide Information Systems	CWIS	1065-0741	1991	1994	
Career Development International	CDI	1362-0436	1996	1996	
Clinical Governance: An International Journal	CGIJ	1477-7274	2003	2003	
Collection Building	СВ	0160-4953	1996	1996	
Corporate Communications: An International Journal	CCIJ	1356-3289	1999	1999	
Corporate Governance	CG	1472-0701	2001	2001	
Critical Perspectives on International Business	СРОІВ	1742-2043	2005	2005	
Cross Cultural Management: An International Journal	ССМ	1352-7606	1998	1998	
Development and Learning in Organizations: An International Journal	DLO	1477-7282	2003	2003	
Disaster Prevention and Management: An International Journal	DPM	0965-3562	1992	1994	
Education + Training	ET	0040-0912	1989	1994	
Electronic Library	EL	0264-0473	1999	1999	
Employee Relations: The International Journal	ER	0142-5455	1989	1994	
Engineering, Construction and Architectural Management	ECAM	0969-9988	2003	2003	
Equal Opportunities International	EOI	0261-0159	1998	1998	
European Business Review	EBR	0955-534X	1989	1994	
European Journal of Innovation Management	EJIM	1460-1060	1998	1998	
	EJM	0309-0566	1967	1989	
European Journal of Marketing	ENM	0263-2772	1990	1994	
Facilities		1463-6689	1999	1999	
foresight	FS	: 1403-0009	1999	1999	

Gender in Management: An International	GM		1989 :	1994
Journal Hastin Education	HE	0965-4283	1992	1994
Health Education Human Resource Management International	· MC	0900-4203	1992	1994
Digest	HRMID	0967-0734	2002	2002
Industrial and Commercial Training	ICT	0019-7858	1989	1994
Industrial Management & Data Systems	IMDS	0263-5577	1989	1994
Info	INFO	1463-6697	1999	1999
Information Management & Computer	INFO	1403-0097	1999	1998
Security	IMCS	0968-5227	1993	1994
Information Technology & People	iTP	0959-3845	1989	1994
Interlending & Document Supply	ILDS	0264-1615	1989	1994
International Journal of Bank Marketing	IJBM	0265-2323	1989	1994
International Journal of Contemporary	INDINI	0200-2323	1909	1994
Hospitality Management	IJCHM	0959-6119	1989	1994
International Journal of Educational	. 1001 1111	0000 0110	1303	100
Management	JEM	0951-354X	1989	1994
International Journal of Entrepreneurial		e e como de la maria de la maria de la maria de la como		
Behaviour & Research	IJEBR	1355-2554	1995	1995
International Journal of Health Care Quality	grayer or a more reason regression and	to a met type met telement met men men men de entre de la men de entre de	and the second s	a colorenza de la colorenza de
Assurance	IJHCQA	0952-6862	1989	1994
International Journal of Law and Management	IJLMA	1754-243X	1998	1998
International Journal of Managerial Finance	IJMF	1743-9132	2005	2008
International Journal of Manpower	IJM	0143-7720	1989	1994
International Journal of Operations &				
Production Management	JOPM	0144-3577	1989	1994
International Journal of Physical Distribution &				
Logistics Management	IJPDLM	0960-0035	1989	1994
International Journal of Productivity and				
Performance Management	IJPPM	1741-0401	1990	1994
International Journal of Public Sector				
Management	IJPSM	0951-3558	1989	1994
International Journal of Quality & Reliability	LIODA	0005 0741	4000	100
Management	IJQRM	0265-671X	1989	1994
International Journal of Retail & Distribution Management	IJRDM	0959-0552	1989	1994
commence and commence and reference commence are consistent of the extremation of the ext		and a second control of the control	1989	1994
International Journal of Social Economics	IJSE	0306-8293	1909	1994
International Journal of Sociology & Social Policy	IJSSP	0144-333X	1998	1998
International Journal of Sustainability in	10001	. 0144-333X	1990	1330
Higher Education	IJSHE	1467-6370	2000	2000
International Journal of Wine Business				
Research	IJWBR	1751-1062	2006	2006
International Marketing Review	IMR	0265-1335	1989	1994
Internet Research	INTR	1066-2243	1993	1994
Journal of Business & Industrial Marketing	JBIM	0885-8624	1989	1994
	JBS	And the second s	2003	2003
Journal of Business Strategy		0275-6668		
Journal of Consumer Marketing	JCM	0736-3761	1989	1994
Journal of Documentation	JD	0022-0418	1997	1997
Journal of Economic Studies	JES	0144-3585	1989	1994
Journal of Educational Administration	JEA	0957-8234	1989	1994
Journal of Enterprise Information				
Management	JEIM	1741-0398	2004	2004
Journal of European Industrial Training	JEIT	0309-0590	1989	1994
Journal of Fashion Marketing and		(004 0000		
Management	JFMM	1361-2026	2001	2001

Journal of Health Organization and				aussinen hanniskalt (sk. 200-en) et
Management	MOHL	1477-7266	2003	2003
Journal of Intellectual Capital	JIC	1469-1930	2000	2000
Journal of Knowledge Management	JKM	1367-3270	1997	1997
Journal of Management Development	JMD	0262-1711	1989	1994
Journal of Managerial Psychology	JMP	0268-3946	1989	1994
Journal of Manufacturing Technology	2000	The second secon	·····	
Management	JMTM	1741-038X	2004	2004
Journal of Organizational Change				
Management	JOCM	0953-4814	1989	1994
Journal of Product and Brand Management	JPBM	1061-0421	1992	1994
Journal of Property Investment & Finance	JPIF	1463-578X	1999	1999
Journal of Quality in Maintenance Engineering	JQME	1355-2511	1995	1995
Journal of Service Management	JSM	0956-4233	1990	1990
Journal of Services Marketing	JSM	0887-6045	1989	1994
Journal of Small Business and Enterprise				
Development	JSBED	1462-6004	1998	1998
Journal of Technology Management in China	JTMC	1746-8779	2006	2006
Journal of Workplace Learning	JWL	1366-5626	1989	1994
Leadership & Organization Development Journal	LODJ	0143-7739	1989	1994
Leadership in Health Services	LHS	1751-1879	1997	1997
Library Hi Tech	LHT	0737-8831	1997	1997
\$	LHTN	0741-9058	1999	1999
Library Management	LM	0143-5124	1989	1999
Library Management				and the second s
Library Review	LR	0024-2535	1989	1994
Management Decision	MD	0025-1747	1989	1994
Management of Environmental Quality	MEQ	1477-7835	2003	2003
Management Research News	MRN	0140-9174	1998	1998
Managerial Auditing Journal	MAJ	0268-6902	1989	1994
Managerial Finance	MF	0307-4358	1998	1998
Managing Service Quality	MSQ	0960-4529	1991	1994
Marketing Intelligence & Planning	MIP	0263-4503	1989	1994
Measuring Business Excellence	MBE	1368-3047	2000	2000
New Library World	NLW	0307-4803	1990	1994
Nutrition & Food Science	NFS	0034-6659	1991	1994
OCLC Systems & Services	OCLC	1065-075X	1989	1994
On the Horizon	OTH	1074-8121	2000	2000
Online Information Review	OIR	1468-4527	1999	1999
Performance Measurement and Metrics	PMM	1467-8047	2000	2000
Personnel Review	PR	0048-3486	1989	1994
Policing: An International Journal of Police				
Strategies & Management	PIJPSM	1363-951X	1997	1997
Program: electronic library and information	0000	0000 0007	1007	1997
systems	PROG	0033-0337	1997	
Property Management Qualitative Market Research: An International	PM	0263-7472	1989	1994
Journal	QMR	1352-2752	1998	1998
Quality Assurance in Education	QAE	0968-4883	1993	1994
Records Management Journal	RMJ	0956-5698	1998	1998
Reference Reviews incorporating Aslib Book	, 11410	0300 0000	1000	1000
Guide	RR	0950-4125	1997	1997
Reference Services Review	RSR	0090-7324	1997	1997
Review of Accounting & Finance	RAF	1475-7702	2006	2006

Strategic Direction	SD	0258-0543	2002	2002
Strategy & Leadership	SL	1087-8572	2000	2000
Structural Survey	SS	0263-080X	1990	1994
Supply Chain Management: An International Journal	SCM	1359-8546	1996	1996
Team Performance Management	TPM	1352-7592	1995	1995
The Bottom Line; Managing Library Finances	BL	0888-045X	1996	1996
The Journal of Risk Finance	JRF	1526-5943	2006	2006
The Learning Organization: An International Journal	TLO	0969-6474	1994	1994
The TQM Journal	TQM	0954-478X	1989	1994
VINE: The Journal of Knowledge and Information Management Systems	VINE	0305-5728	2001	2001

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Director of Outreach
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Albuquerque, NM 87131
505-925-9687

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As per previous agreed terms on: July 30, 2009

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Title	2014
Emerald Management 120 2014	\$7,380
Construction Innovation: Information, Process, Management 2014	\$358
тотаl	\$7.738

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DATE:	DATE:

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APPENDIX A

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i

Adaptation
African Affairs
Age and Ageing
Alcohol and Alcoholism
American Journal of Epidemiology
American Law and Economics Review
American Literary History
Annals of Botany
Annals of Occupational Hygiene
Annals of Oncology
Applied Linguistics
Applied Mathematics Research eXpress
Behavioral Ecology
Bioinformatics
Biometrika
Biostatistics
BJA: British Journal of Anaesthesia
Brain
Brief Treatment and Crisis Intervention
Briefings in Bioinformatics
Briefings in Functional Genomics and Proteomics
British Medical Bulletin
Bulletin of the London Mathematical Society
Cambridge Journal of Economics
Carcinogenesis
Cardiovascular Research
Cerebral Cortex
CESifo Economic Studies
Chemical Senses
Chinese Journal of International Law
Christian Bioethics
Community Development Journal
Contemporary Women's Writing
Continuing Education in Anaesthesia, Critical Care & Pain
Contributions to Political Economy
Early Music
ELT Journal
Enterprise & Society: The International Journal of Business History
Essays in Criticism
Europace
European Heart Journal

1464-3596	European Journal of International Law
1464-3618	European Review of Agricultural Economics
1468-2672	European Sociological Review
1460-2229	Family Practice
1464-3626	Forestry
1471-6860	Forum for Modern Language Studies
1477-4542	French History
1468-2931	French Studies
1477-	
089X	German History
1460-2423	Glycobiology
1465-3648	Health Education Research
1460-2237	Health Policy and Planning
1460-2245	Health Promotion International
1477-4569	History Workshop Journal
1476-7937	Holocaust and Genocide Studies
1460-2083	Human Molecular Genetics
1460-2350	Human Reproduction
1460-2369	Human Reproduction Update
1744-1021	Human Rights Law Review
0	ICES Journal of Marine Science: Journal du Conseil
1745-1345	IEICE - Transactions on Communications
1745-1353	IEICE - Transactions on Electronics
1745-1337	IEICE - Transactions on Fundamentals of Electronics, Communications and Computer Sciences
1745-1361	IEICE - Transactions on Information and Systems
1464-3634	IMA Journal of Applied Mathematics
1471-6798	IMA Journal of Management Mathematics
1471-6887	IMA Journal of Mathematical Control and Information
1464-3642	IMA Journal of Numerical Analysis
1464-3650	Industrial and Corporate Change
1464-3669	Industrial Law Journal
1557-7023	Integrative and Comparative Biology
1460-2377	International Immunology
1464-3677	International Journal for Quality in Health Care
1474-2659	International Journal of Constitutional Law
1464-3685	International Journal of Epidemiology
4404.0000	International Journal of Law and
1464-3693	Information Technology
1464-3707	International Journal of Law, Policy and the Family
1477-4577	International Journal of Lexicography
1471-6909	International Journal of Public Opinion Research
1464-3715	International Journal of Refugee Law

2

1752-7724	International Journal of Transitional Justice
	International Mathematics Research
1687-0247	Notices
1687-3009	International Mathematics Research Papers
1687-1324	International Mathematics Research Surveys
1470-4838	International Relations of the Asia-Pacific
1746-5710	IT NOW
1465-3621	Japanese Journal of Clinical Oncology
1464-3723	Journal of African Economies
1460-2091	Journal of Antimicrobial Chemotherapy
0	Journal of Biochemistry
4744 0400	Journal of Competition Law and
1744-6422	Economics
1467-7962	Journal of Conflict and Security Law
1741-7279	Journal of Design History
1468-2710	Journal of Economic Geography
1477-9986	Journal of Electron Microscopy
1464-	Journal of Environmental Law
374X	
1460-2431	Journal of Experimental Botany
1479-8417	Journal of Financial Econometrics
1465-7333	Journal of Heredity
1478-1395	Journal of International Criminal Justice
1464-3758	Journal of International Economic Law
1471-6917	Journal of Islamic Studies
1465-7341	Journal of Law, Economics, and Organization
1465-	Journal of Logic and Computation
363X	•
1744-5019	Journal of Medic and Philosophy
1464-3766	Journal of Molluscan Studies
1465- 735X	Journal of Pediatric Psychology
1460-2415	Journal of Petrology
1464-3774	Journal of Plankton Research
1477-9803	Journal of Public Administration Research and Theory
1741-3850	Journal of Public Health
1471-6925	Journal of Refugee Studies
1477-4593	Journal of Semantics
1477-8556	Journal of Semitic Studies
1477-4585	Journal of the American Academy of Religion
1477-8564	Journal of the History of Collections
1468-4373	Journal of the History of Medic and Allied Sciences
1742-3422	Journal of the ICRU
1469-7750	Journal of the London Mathematical Society
1460-2105	Journal of the National Cancer Institute

1471-6933	Journal of the Royal Musical Association
1477-4607	Journal of Theological Studies
1465-3664	Journal of Tropical Pediatrics
1470-	Law, Probability and Risk
840X	·
1744-8581	Library
1477-4615	Literary and Linguistic Computing
1752-6566	Literary Imagination
1477-4623	Literature and Theology
1368-9894	Logic Journal of the IGPL
1477-8602	Mathematical Medic and Biology: A Journal of the IMA
1464-3790	Medical Law Review
1460-2113	Mind
1086-3273	Modern Judaism - A Journal of Jewish
1000-32/3	Ideas and Experience
1537-1719	Molecular Biology and Evolution
1460-2407	Molecular Human Reproduction
1477-4631	Music and Letters
1741-8399	Musical Quarterly
1464-3804	Mutagenesis
1460-2385	Nephrology Dialysis Transplantation
1471-6941	Notes and Queries
1471-8405	Occupational Medicine
1533-8592	Oral History Review
1741-7287	Oxford Art Journal
1464-3812	Oxford Economic Papers
1464-3820	Oxford Journal of Legal Studies
1460-2121	Oxford Review of Economic Policy
1460-2482	Parliamentary Affairs
1477-	Past and Present
464X	Other was the Marthause of the
1744-6406	Philosophia Mathematica
1471-9053	Plant and Cell Physiology
1476-4989	Political Analysis
1460- 244X	Proceedings of the London Mathematical Society
1741-0134	Protein Engineering, Design and Selection
	Public Health Ethics
1537-5331	Public Opinion Quarterly
1747-7107	Publius: The Journal of Federalism
1460-2393	QJM: An International Journal of Medicine
1742-3406	Radiation Protection Dosimetry
1471- 695X	Refugee Survey Quarterly
1750-6824	Review of Environmental Economics and Policy
1573- 692X	Review of Finance
1462-0332	Rheumatology
1745-1701	Schizophrenia Bulletin

1460-2474	Screen
1749-5024	Social Cognitive and Affective Neuroscience
1477-4666	Social History of Medicine
4 400 0000	Social Politics: International Studies in
1468-2893	Gender, State & Society
1468-2680	Social Science Japan Journal
1475-	Socio-Economic Review
147X	Statute Law Review
1464-3863 1471-6976	Teaching Mathematics and its Applications
14/1-09/0	The British Journal for the Philosophy of
1464-3537	Science
1468-2842	The British Journal of Aesthetics
1464-3529	The British Journal of Criminology
1468-	The British Journal of Social Work
263X	
1471-6836	The Cambridge Quarterly The Chinese Journal of International
1750-8924	Politics
1460-2067	The Computer Journal
1477-4534	The English Historical Review
1460-2210	The European Journal of Orthodontics
1464-	The European Journal of Public Health
360X	The Journal of Deaf Studies and Deaf
1465-7325	Education
1476-2870	The Opera Quarterly
1464-3847	The Quarterly Journal of Mathematics
1464-3855	The Quarterly Journal of Mechanics and Applied Mathematics
1471-6968	The Review of English Studies
1465-7368	The Review of Financial Studies
1564- 698X	The World Bank Economic Review
1564-6971	The World Bank Research Observer
1096-0929	Toxicological Sciences
1477-4674	Twentieth Century British History
147 1- 681X	Year's Work in Critical and Cultural Theory
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 - to ensure that the Server has sufficient capacity and rate of connectivity to provide 4.2.2 the Licensee with a quality of service consistent with current standards in the World Wide Web on-line information provision industry;
 - to restore access to the Licensed Works as soon as possible in the event of an 4.2.3 interruption or suspension of the service.
- Licensor agrees to make available to the Licensee a monthly usage report throughout the Subscription Period detailing the level of use of the Licensed Works by the Licensee's Authorised Users per month, but only to the extent such monthly usage reports are made available by the party hosting the Licensed Works on behalf of the Licensor. This report will not identify individual Authorised User usage, but will be provided in respect of the IP address range(s) given by the Licensee in the Online Registration Materials as a whole. The Licensor will not be able to provide accurate usage reports if the Licensee stores the Licensed Works on any cache or proxy server, or accesses the Licensed Works through an agent gateway.

PAYMENTS BY THE LICENSEE AND RENEWALS 5.

- In consideration of the rights granted by Licensor under this Agreement, the Licensee shall pay the 5.1 Charges due to Licensor within 30 days of the Effective Date, upon receipt of an appropriate invoice. Notwithstanding any other provision of this Agreement, no access will be granted hereunder to the Licensee until all Charges have been received by the Licensor.
- No later than 30 days before the end of the Subscription Period, the Licensor will send the 5.2 Licensee an invoice for fees for renewal of this Agreement for a further twelve-month period, together with any amendments to Appendix A (list of Licensed Works) which would apply to the renewal period in question. These fees may be higher than the Charges. If the Licensee does not pay the renewal fees by the

end of the Subscription Period, this Agreement will terminate automatically at that time.

6. ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Licensee acknowledges that all copyrights, patent rights, Licensor Trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Licensed Works (collectively the "Licensor Intellectual Property"), are the sole and exclusive property of Licensor and that this Agreement does not convey to the Licensee any right, title, or interest therein except for the right to use the Licensed Works in accordance with the terms and conditions of this Agreement.
- 6.2 The Licensee shall notify Licensor promptly (i) of the facts and circumstances surrounding any unauthorised possession or use of the Licensed Works, or Licensor Intellectual Property, or any portion thereof; and (ii) on becoming aware of any claim by any third party that the Licensed Works infringes an intellectual property or proprietary right of any third party.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 LICENSOR REPRESENTS AND WARRANTS THAT IT HAS THE POWER TO ENTER INTO THIS AGREEMENT AND TO GRANT THE RIGHTS CONFERRED HEREIN TO THE LICENSEE AND THAT THE LICENSED WORKS DONOT VIOLATE OR INFRINGE UPON ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT OR CONTRACT RIGHT OF ANY THIRD PARTY.
- 7.2 SAVE AS PROVIDED ABOVE, LICENSOR GIVES NO WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION THAT (I) THE LICENSED WORKS WILL BE OF SATISFACTORY QUALITY, SUITABLE FOR ANY PARTICULAR PURPOSE OR FOR ANY PARTICULAR USE UNDER SPECIFIED CONDITIONS, NOTWITHSTANDING THAT SUCH PURPOSE, USE, OR CONDITIONS MAY BE KNOWN TO LICENSOR; OR (II) THAT THE LICENSED WORKS WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) THAT THE MATERIAL PUBLISHED IN THE LICENSED WORKS IS EITHER COMPLETE OR ACCURATE.
- 7.3 IN NO CIRCUMSTANCES WILL LICENSOR BE LIABLE TO THE LICENSEE OR ANY THIRD PARTY FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH LICENSOR DOES NOT HAVE DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORISED ACCESS, THEFT, OR OPERATOR ERRORS.
- 7.4 IN NO CIRCUMSTANCES WILL LICENSOR BE LIABLE TO THE LICENSEE OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OR LOSS OF PROFITS INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE USE OF, OR INABILITY TO USE THE LICENSED WORKS.
- 7.5 WITHOUT PREJUDICE TO THE INDEMNITY IN CLAUSE 8.1,THE LICENSEE AGREES THAT THE ENTIRE LIABILITY OF LICENSOR TO THE LICENSEE OR AUTHORISED USERS ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE LICENSED WORKS SHALL BE THE REFUND OF ANY CHARGES PAIDUNDER THIS AGREEMENT.

8. SUBSCRIPTION PERIOD AND TERMINATION

- 8.1 Licensor reserves the right at any time on 30 days notice to the Licensee to terminate this Agreement in respect of any Licensed Work(s) due to ceasing publication of such Licensed Work(s).
- 9.2 Either party may terminate this Agreement forthwith by serving written notice on the other in the event that the other party commits a material breach of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days of a request so to do. For the avoidance of doubt, a material breach by the Licensee shall be defined as one or more of the following:
- (i) a breach of the provisions of Clause 3.3 and Clause 4.2.
- (ii) any unauthorised use or dissemination of the Licensed Work(s) by the Licensee or Authorised Users and,
- (iii) any violation of this Agreement or of any third-party's rights by the Licensee or Authorised Users, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights.

9. GENERAL

- 9.1 This Agreement is personal to and binding on the parties and neither this Agreement nor any of the rights under it may be assigned or sublicensed.
- All notices required to be given under this Agreement shall be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Licence, or such other address as the party concerned shall from time to time designate by notice pursuant to this Clause. Such notices shall be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All notices to Licensor shall be marked for the attention of the Group Legal Director. All notices to the Licensee shall be marked for the attention of the person whose contact details are given in the Schedule.
- 9.3 This Agreement constitutes the entire agreement of the parties about its subject matter, supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement in writing signed by both parties.
- 9.4 No provision in this Agreement is intended to be enforceable by a person who is not a party to this Agreement.
- 9.5 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.
- 9.6 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.