




January 31, 2014

MEMORANDUM

TO: Sivita Sharma
Chief of Staff to the Vice President for Finance

FROM: Roger Gupta 

SUBJECT: Elsevier Subscription Agreement
Contractor: Elsevier BV
Commodity/Service: Science Direct and e-Journals

The subject agreement has been approved by University Legal Counsel and is ready for signature. The estimated expenditure amount will be approximately \$3,563,537.91 for the initial period of two years.

The subscription is considered sole source in nature and invoices will continue to be paid against our contract with EBSCO Subscription Services (TS-005-10) as they have in the past. Please let me know if you need more information.

Thank you for your attention to this matter.

Attachment

MEMORANDUM

TO: Ladd Brown
FROM: Tracey Gallagher **TKG**
SUBJECT: Elsevier Subscription Agreement
DATE: January 10, 2014

My recommendation to the captioned matter is as follows:

 X Approved as to form and execution*
 Approved with recommended changes as noted below
 Not approved for reasons indicated below

COMMENTS:

The agreement you forwarded via email on December 18 is legally acceptable without change.

Please call me if you have any questions or concerns.

*The following should not be understood as an official opinion of the Attorney General nor construed as an endorsement of the terms/conditions of the referenced agreement. This review addresses only the legal authority of the Commonwealth to enter into this agreement and the enforceability of its terms; the wisdom of the agreement is by law addressed to the sound discretion of responsible officials of the institution/agency.

Invent the Future



ELSEVIER SUBSCRIPTION AGREEMENT

This agreement ("Agreement") is entered into as of 17 December 2013 by and between Virginia Polytechnic Institute and State University, Blacksburg, VA 24061, USA (the "Subscriber"), and Elsevier B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands ("Elsevier").

The parties hereto agree as follows:

SECTION 1. SUBSCRIPTION.

1.1 *Subscribed Products.*

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

1.2 *Authorized Users/Sites.*

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

1.3 *Authorized Uses.*

Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, download and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User ;
- incorporate links to the Subscribed Products on the Subscriber's intranet and internet websites and in electronic coursepacks, reserves and course management systems and instructor websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier; ;
- provide print or electronic copies of individual items from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use; and
- access, search, browse, view, print, make electronic copies and store for the exclusive use of such Authorized User or, if the Authorized User is a librarian/information specialist, for the exclusive use of another Authorized User certain journal articles and book chapters from the ScienceDirect® online service that are not subscribed to as part of the Subscribed Products, with each twenty-four (24) hour access period for a selected article or chapter, a "Transaction".

The Subscriber may:

- 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 United States, provided that the Subscriber's staff reviews the requests and fulfills the requests in compliance with Section 108 of the U.S. Copyright Law (17 U.S.C. § 108) and the Guidelines for the Proviso

of Subsection 108(g)(2) (Final Report of the National Commission on New Technological Uses of Copyrighted Works, 1978).

Notwithstanding anything to the contrary contained in this Agreement, open access content in the Subscribed Products is subject to the terms and conditions stated in the applicable user license identified in the individual journal article.

1.4 Restrictions on Use of Subscribed Products.

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

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

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

1.5 Intellectual Property Ownership.

The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution 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 internet address set forth on Schedule 1 or as may be otherwise set forth herein.

2.2 Quality of Service.

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

2.3 Withdrawal of Content.

Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing. If the withdrawal represents more than ten (10%) percent of the number of titles comprising the Subscribed Products, Elsevier will refund to the Subscriber the amount of the Fees that is proportional to the amount of content withdrawn and the remaining unexpired portion of the period for which the Fees were paid.

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 *Authentication.*

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

3.2 *Protection from Unauthorized Access and Use.*

The Subscriber will use reasonable efforts to:

- limit access to and use of the Subscribed Products to Authorized Users and notify all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
- issue any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulge any passwords or credentials to any third party, and notify all Authorized Users not to divulge any passwords or credentials to any third party; and
- promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform Elsevier and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Subscriber suspend the access from where the unauthorized use occurred upon notice to the Subscriber. The Subscriber will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the 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 will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within thirty (30) days of date of receipt of invoice for the Fees due for first year of the term either by the Subscriber or the Subscriber's identified subscription agent as provided in Schedule 2, and, annually thereafter. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Subscriber will be liable for any such taxes in addition to the Fees to the extent required under law.

Elsevier will 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 will 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 will commence on 01 January 2014 and continue until 31 December 2016.

5.2 *Renewal.*

This Agreement may be renewed upon mutual agreement of the parties in writing for additional one-year terms, subject to appropriate adjustments to Schedule 1.

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

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

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 *Warranties.*

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

6.2 *Indemnities.*

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

6.3 *Disclaimer.*

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

6.4 *Limitation of Liability.*

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, or will the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

SECTION 7. ACCESSIBILITY COMPLIANCE

Elsevier shall comply with the Americans with Disabilities Act, if applicable, and other applicable federal and state laws governing accessibility with respect to non-video and non-image, textual content. Elsevier will make commercially reasonable efforts to comply with the Web Content Accessibility Guidelines 2.0 published by the Web Accessibility Initiative of the World Wide Web Consortium (W3C) with respect to non-video and non-image, textual content. In the event that the Subscribed Products or any of its contents are not accessible to an Authorized User, the Subscriber may request that Elsevier

promptly make needed accessibility modifications; should Elsevier decline to make such modifications, the Subscriber shall have right to modify or copy the contents of the Subscribed Products in order to make them compliant, accessible, and useable for Authorized Users.

SECTION 8. GENERAL.

8.1 *Force Majeure.*

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

8.2 *Severability.*

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

8.3 *Entire Agreement.*

This Agreement and the Purchasing Terms & Conditions ("PTC Addendum"), which is attached and incorporated by reference, contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein. In the event of any conflict, inconsistency, ambiguity or difference between the terms and conditions in this Agreement and in the PTC Addendum, those in the PTC Addendum will take precedence. The terms and conditions contained in this Agreement take precedence over any conflicting terms and conditions contained in any online "click wrap" license or any other web access agreement for the Subscribed Products.

8.4 *Modification.*

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties.

8.5 *Assignment.*

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

8.6 *Privacy.*

Elsevier will not, without the prior written consent of the Subscriber, use any personal information of any Authorized Users for any purpose other than as described in this Agreement or transfer any personal information of any Authorized Users to any non-affiliated third party, except (i) to applicable service providers to the extent necessary to perform their functions for Elsevier in support of this Agreement; (ii) where reasonably necessary to address security, safety, fraud or other legal issues; and (iii) if the Subscribed Products are acquired by another company.

8.7 *Notices.*

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

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

If to the Subscriber: Virginia Polytechnic Institute and State University, University Libraries, Kent Street, Blacksburg, VA 24061, USA.

8.8 Standard Registration.

Elsevier certifies that it has registered as an eVA vendor for 2013 and will remain eVA registered during the term of this Agreement.

8.9 Execution.

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

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

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
(Subscriber)



Name: M. Dwight Shelton

Title: Vice President for Finance and Chief Financial Officer

ELSEVIER B.V.

(Elsevier)



Name: Martin O'Malley

Title: Managing Director, Global Sales & Customer Marketing, Science & Technology

No. 1-5221223972

ELSEVIER SUBSCRIPTION AGREEMENT

Schedule 1 Subscribed Products/Access/Fees

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY

No. 1-5221223972

Subscribed Products – publisher	Access	2014	2015	2016
ScienceDirect® online – Elsevier B.V.	sciencedirect.com			
Complete Freedom Collection				
• Total Electronic Subscription		\$1,765,027.59	\$1,835,628.69	\$1,909,053.84
• Total Subscription Turnover		\$1,765,027.59	\$1,835,628.69	\$1,909,053.84
• Electronic Subscription Fee (13% discounted)		\$1,535,574.04	\$1,596,997.00	\$1,660,876.88
• Content Fee 8 %		\$141,202.22	\$146,850.31	\$152,724.32
• Complete Freedom Collection Fee		\$23,432.46	\$24,369.76	\$25,344.55
Cell Press Collection Fee		\$20,378.98	\$21,194.14	\$22,041.90
Seminars Fee		\$1,910.23	\$1,986.64	\$2,066.10
Clinics Collection Fee		\$5,552.40	\$5,774.50	\$6,005.48
Elsevier Book Series				
-Agricultural and Biological Sciences		\$3,182.36	\$3,309.65	\$3,442.04
-Immunology and Microbiology		\$2,776.31	\$2,887.36	\$3,002.86
-Neuroscience		\$2,953.47	\$3,071.61	\$3,194.47
-Advances in Genetics		\$901.23	\$937.28	\$974.77
-Advances in Experimental Social Psychology		\$128.75	\$133.90	\$139.26
-Current Topics in Developmental Biology		\$901.23	\$937.28	\$974.77
-Engineering		\$1,167.52	\$1,214.22	\$1,262.79
-Advances in Atomic, Molecular, and Optical Physics		\$512.47	\$532.97	\$554.29
-Progress in Optics		\$354.75	\$368.94	\$383.70
Elsevier Book Series				
-Methods in Enzymology		\$5,002.66	\$5,202.77	\$5,410.88
-Methods in Cell Biology		\$901.23	\$937.28	\$974.77
TOTAL FEES		\$1,746,832.31	\$1,816,705.60	\$1,889,373.83

Adjustment of Fees

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

Journal Collection(s)

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

Transaction Fee

The Subscriber shall notify Elsevier in writing if it wishes to activate access to journals by Transaction (as defined in Section 1.3). If the Subscriber exercises this option, the Subscriber shall be charged a fee of \$22.00 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 Book Series/Handbook Series Additional Terms and Conditions

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 the above book series/handbook series for cost and/or (2) continue to access such books online for an annual access fee based on the number of chapters downloaded from such books during the prior twelve (12) months at a rate of US\$0.081 per download, with a minimum annual fee of US\$500 (adjusted annually for inflation and cost increases) for the Subscriber's access to the platform, in accordance with the usage provisions of the Agreement, which provisions will survive the termination of the Agreement. Elsevier will make available for inspection by a duly authorized auditor of the Subscriber, at the Subscriber's sole expense, the records concerning the calculation of the annual access fee 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 book 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 book for the publication years paid, provided that Elsevier continues to hold the electronic rights thereto.

Schedule 1.1

Journal Subscription

Journal Collection(s):

Freedom Collection:

Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 1995 and from the journal titles that were accessed electronically from the IDEAL® platform prior to the term of this Agreement published since 1 January 1993 set forth in the Freedom Collection Journal Title List at <http://www.info.sciencedirect.com/content/journals/titles/#freedom>, as may be updated once annually with the changes effective as of 1 January of the following calendar year of the term of the Agreement.

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

Clinics Collection: Electronic access to the full text of all articles from the Clinics journal titles published since 1 January 1996 identified on Annex A to Schedule 1.1.

Seminars Collection: Electronic access to the full text of all articles from the Seminars journal titles identified on Annex A to Schedule 1.1.

Option to Substitute Subscribed Titles

The Subscriber may substitute any of the subscribed journal titles identified on Annex A to Schedule 1.1 ("Subscribed Titles") with one or more journal titles of total comparable value (in current year list price) once annually upon notice to Elsevier by 1 August prior to the start of the next calendar year or at any time upon mutual agreement of the parties in writing.

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 will refund to the Subscriber the amount of the Fees paid for the withdrawn Subscribed Title for the remainder of the term.

Transferred Titles

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

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, at cost for shipping the electronic information in a reasonable format and/or (2) continue to access such Subscribed Titles online for an annual access fee based on the number of full-text articles downloaded from such titles during the prior twelve (12) months at a rate of US\$0.081 per download, with a minimum annual fee of US\$500 (adjusted annually for inflation and cost increases) for the Subscriber's access to the platform, in accordance with the usage provisions of this Agreement, which provisions will survive the termination of the Agreement. Elsevier will make available for inspection by a duly authorized auditor of the Subscriber, at the Subscriber's sole expense, the records concerning the

calculation of the annual access fee 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. Elsevier warrants and represents that it shall use reasonable efforts to retain in perpetuity an electronic copy of any Subscribed Titles that may be withdrawn during the term of the Agreement and to obtain the electronic rights to continue to make such titles available through ScienceDirect online to the Subscriber.

James Madison University Cooperative Subscribers

The Subscriber is a member of the James Madison University Cooperative ("JMUC"), which includes the following Virginia institutions (each, a "JMUC Subscriber"): The College of William & Mary, George Mason University, James Madison University, Old Dominion University, University of Virginia, Virginia Commonwealth University and Virginia Polytechnic Institute and State University.

Print and Electronic Subscriptions and Expenditure Commitments

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, unless another JMUC Subscriber increases its print subscription expenditure level equal to the value of the Subscriber's cancelled print subscriptions, with notice given jointly by the Subscriber and such other JMUC Subscriber to Elsevier, and pays to Elsevier such value no later than 31 March of each calendar year for the remainder of the term of the Agreement. Further, no more than once annually by giving notice to Elsevier by August 1 prior to the start of the next calendar year, the Subscriber may cancel electronic access to any of the Subscribed Titles, and will not be charged the electronic subscription fee or content fee therefore for the remainder of the term of the Agreement, provided that another JMUC Subscriber increases its electronic subscription expenditure level under its ScienceDirect agreement equal to the value (in current year list price) of the Subscriber's cancelled title(s) conterminous with the remainder of the term of the Subscriber's Agreement, with notice given to Elsevier jointly by the Subscriber and such other JMUC Subscriber.

Option to Cancel Subscribed Titles

No more than once annually by giving notice to Elsevier by 1 September prior to the start of the next calendar year, the Subscriber may cancel electronic access to any of the Subscribed Titles, and will not be charged the electronic subscription fee or content fee therefore for the remainder of the term of the Agreement, provided that another JMUC Subscriber increases its electronic subscription expenditure level under its ScienceDirect agreement equal to the value (in current year list price) of the Subscriber's cancelled title(s) conterminous with the remainder of the term of the Subscriber's Agreement, with notice given to Elsevier jointly by the Subscriber and such other JMUC Subscriber.

Shared Access to New Elsevier Titles Excluded From Freedom Collection

If four (4) or more JMUC Subscribers purchase an electronic subscription to a newly published Elsevier journal title that is available on ScienceDirect but excluded from the Freedom Collection (and is not priced based on number of researchers), shared access to such title will be activated for all then current JMUC Subscribers to ScienceDirect for the publication years paid.

Shared Access to Elsevier Titles Removed From Freedom Collection

If three (3) or more JMUC Subscribers purchase an electronic subscription to an Elsevier journal title that is removed from the Freedom Collection but remains available on ScienceDirect (and is not priced based on number of researchers), shared access to such title will be activated for all then current JMUC Subscribers to ScienceDirect for the publication years paid.

**Annex A to Schedule 1.1
Subscribed Titles**

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY

Product ID	ISSN	Subscribed Title (online only)
13351	1076-6332	Academic Radiology
00486	0361-3682	Accounting, Organizations and Society
00310	0094-5765	Acta Astronautica
04067	1742-7061	Acta Biomaterialia
00221	1359-6454	Acta Materialia
09000	1146-609X	Acta Oecologica
00471	0306-4603	Addictive Behaviors
05000	0169-409X	Advanced Drug Delivery Reviews
05136	0001-8686	Advances in Colloid and Interface Science
09001	1270-9638	Aerospace Science and Technology
01001	1359-1789	Aggression and Violent Behavior
05085	0378-3774	Agricultural Water Management
05086	0167-8809	Agriculture, Ecosystems & Environment
13229	0272-6386	American Journal of Kidney Diseases
13246	0002-9378	American Journal of Obstetrics & Gynecology
12695	1075-9964	Anaerobe
12002	0003-2697	Analytical Biochemistry
05137	0003-2670	Analytica Chimica Acta
12602	0003-3472	Animal Behaviour
05088	0377-8401	Animal Feed Science and Technology
05089	0378-4320	Animal Reproduction Science
00689	0160-7383	Annals of Tourism Research
13421	0890-5096	Annals of Vascular Surgery
12633	0195-6663	Appetite
12003	1063-5203	Applied and Computational Harmonic Analysis
02003	0003-682X	Applied Acoustics
05141	FS00-5141	Applied Catalysis A:General with B:Environmental
02004	0306-2619	Applied Energy
03001	0003-6870	Applied Ergonomics
00768	0883-2927	Applied Geochemistry
03002	0143-6228	Applied Geography
07612	0096-3003	Applied Mathematics and Computation
05254	0168-9274	Applied Numerical Mathematics
05091	0929-1393	Applied Soil Ecology
00630	1359-4311	Applied Thermal Engineering
02006	0144-8609	Aquacultural Engineering
05092	0044-8486	Aquaculture
12007	0003-9861	Archives of Biochemistry and Biophysics
13310	0003-9993	Archives of Physical Medicine and Rehabilitation
13049	0749-8063	Arthroscopy: the Journal of Arthroscopy and Related Surgery
00270	0005-1098	Automatica
05256	0926-5805	Automation in Construction
05014	0166-4328	Behavioural Brain Research
00265	0005-7967	Behaviour Research and Therapy
12009	0006-291X	Biochemical and Biophysical Research Communications
00364	0305-1978	Biochemical Systematics and Ecology
09015	0300-9084	Biochimie
12680	1045-1056	Biologicals
02008	0006-3207	Biological Conservation
12012	1049-9644	Biological Control
07615	0006-3223	Biological Psychiatry

Product ID	ISSN	Subscribed Title (online only)
05016	0301-0511	Biological Psychology
13342	1083-8791	Biology of Blood and Marrow Transplantation
00986	0961-9534	Biomass & Bioenergy
03004	0142-9612	Biomaterials
05142	0301-4622	Biophysical Chemistry
02009	0960-8524	Bioresource Technology
02062	0956-5663	Biosensors and Bioelectronics
12010	0278-2626	Brain and Cognition
12008	0889-1591	Brain Behavior and Immunity
05018	0006-8993	Brain Research
07507	0361-9230	Brain Research Bulletin
00296	0360-1323	Building and Environment
07402	0007-6813	Business Horizons
08006	0304-3835	Cancer Letters
02011	0144-8617	Carbohydrate Polymers
02162	0008-6215	Carbohydrate Research
00258	0008-6223	Carbon
05143	0920-5861	Catalysis Today
05323	0341-8162	Catena
12020	0008-8749	Cellular Immunology
02012	0958-9465	Cement and Concrete Composites
00352	0008-8846	Cement and Concrete Research
06050	FS00-6050	Chemical Engineering Journal with Biochemical Engineering Journal
00215	0009-2509	Chemical Engineering Science
05324	0009-2541	Chemical Geology
05144	0301-0104	Chemical Physics
05145	0009-2614	Chemical Physics Letters
08007	0009-2797	Chemico-Biological Interactions
00586	0145-2134	Child Abuse & Neglect
03008	0264-2751	Cities
07519	0009-9120	Clinical Biochemistry
08065	1388-2457	Clinical Neurophysiology
00652	0272-7358	Clinical Psychology Review
05097	0009-8981	Clinica Chimica Acta
05325	0378-3839	Coastal Engineering
05257	0010-0277	Cognition
12022	0010-0285	Cognitive Psychology
05151	FS00-5151	Colloids and Surfaces A and B
05471	1007-5704	Communications in Nonlinear Science and Numerical Simulation
03010	0967-067X	Communist and Post-Communist Studies
00496	0147-9571	Comparative Immunology, Microbiology & Infectious Diseases
01000	FS00-1000	Composites Parts A and B
02019	0266-3538	Composites Science and Technology
02017	0263-8223	Composite Structures
09070	1631-0705	Comptes Rendus Physique
05193	0927-0256	Computational Materials Science
05364	0167-9473	Computational Statistics & Data Analysis
05365	0166-3615	Computers in Industry
00349	0098-1354	Computers & Chemical Engineering
00347	0360-1315	Computers & Education
00365	0045-7930	Computers & Fluids
00398	0098-3004	Computers & Geosciences
00371	0097-8493	Computers & Graphics
00399	0360-8352	Computers & Industrial Engineering
00300	0305-0548	Computers & Operations Research
02069	0167-4048	Computers & Security
00359	0045-7949	Computers & Structures

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05260	0140-3664	Computer Communications
06004	0045-7825	Computer Methods in Applied Mechanics and Engineering
05262	1389-1286	Computer Networks
03014	0010-4485	Computer-Aided Design
12018	1053-8100	Consciousness and Cognition
03017	0950-0618	Construction and Building Materials
12019	0361-476X	Contemporary Educational Psychology
07629	0010-7824	Contraception
06005	0010-8545	Coordination Chemistry Reviews
00260	0010-938X	Corrosion Science
12681	1045-2354	Critical Perspectives on Accounting
03018	0261-2194	Crop Protection
12023	0011-2240	Cryobiology
02219	0958-1669	Current Opinion in Biotechnology
02220	0955-0674	Current Opinion in Cell Biology
02221	1367-5931	Current Opinion in Chemical Biology
02223	0952-7915	Current Opinion in Immunology
02224	1369-5274	Current Opinion in Microbiology
02226	1369-5266	Current Opinion in Plant Biology
02227	0959-440X	Current Opinion in Structural Biology
08728	1879-6257	Current Opinion in Virology
12674	1043-4666	Cytokine
05366	0167-9236	Decision Support Systems
05152	0011-9164	Desalination
03021	0142-694X	Design Studies
00275	0145-305X	Developmental and Comparative Immunology
12026	0273-2297	Developmental Review
07639	0732-8893	Diagnostic Microbiology and Infectious Disease
05269	FS00-5269	Discrete Mathematics with Discrete Applied Mathematics
07637	0739-7240	Domestic Animal Endocrinology
07453	0885-2006	Early Childhood Research Quarterly
05328	0012-821X	Earth and Planetary Science Letters
05329	0012-8252	Earth-Science Reviews
02270	1471-0153	Eating Behaviors
05101	0925-8574	Ecological Engineering
05102	0304-3800	Ecological Modelling
06007	0165-1765	Economics Letters
12030	0147-6513	Ecotoxicology and Environmental Safety
06008	0378-7796	Electric Power Systems Research
06053	1388-2481	Electrochemistry Communications
00205	0013-4686	Electrochimica Acta
00574	0160-9327	Endeavour
00483	0360-5442	Energy
06009	0378-7788	Energy and Buildings
00269	0196-8904	Energy Conversion and Management
02021	0955-7997	Engineering Analysis with Boundary Elements
00139	1350-6307	Engineering Failure Analysis
00322	0013-7944	Engineering Fracture Mechanics
05330	0013-7952	Engineering Geology
03027	0141-0296	Engineering Structures
07643	0195-9255	Environmental Impact Assessment Review
02023	1364-8152	Environmental Modelling & Software
07644	0141-0229	Enzyme and Microbial Technology
05368	0014-2921	European Economic Review
00298	FS00-0298	European Journal of Cancer with Oral Oncology
09030	0997-7538	European Journal of Mechanics - A/Solids
09031	0997-7546	European Journal of Mechanics - B/Fluids

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05369	0377-2217	European Journal of Operational Research
05446	0939-6411	European Journal of Pharmaceutics and Biopharmaceutics
05370	0176-2680	European Journal of Political Economy
00115	0263-2373	European Management Journal
00294	0014-3057	European Polymer Journal
00593	0149-7189	Evaluation and Program Planning
12034	0014-4894	Experimental Parasitology
07646	0894-1777	Experimental Thermal and Fluid Science
05034	0014-5793	Febs Letters
07647	0015-0282	Fertility and Sterility
05104	0378-4290	Field Crops Research
02127	0015-1882	Filtration+Separation
05272	0168-874X	Finite Elements in Analysis and Design
05105	0165-7836	Fisheries Research
12683	1050-4648	Fish and Shellfish Immunology
03029	0955-5986	Flow Measurement and Instrumentation
00237	0278-6915	Food and Chemical Toxicology
02025	0308-8146	Food Chemistry
03030	0956-7135	Food Control
12652	0740-0020	Food Microbiology
03031	0306-9192	Food Policy
02026	0950-3293	Food Quality and Preference
02027	0963-9969	Food Research International
05106	0378-1127	Forest Ecology and Management
05553	1389-9341	Forest Policy and Economics
07531	0891-5849	Free Radical Biology & Medicine
12039	0091-3022	Frontiers in Neuroendocrinology
03032	0016-2361	Fuel
12038	1087-1845	Fungal Genetics and Biology
03034	0016-3287	Futures
12040	0899-8256	Games and Economic Behavior
13216	0016-5085	Gastroenterology
05041	0378-1119	Gene
00212	0016-7037	Geochimica et Cosmochimica Acta
00344	0016-7185	Geoforum
02028	0266-1144	Geotextiles and Geomembranes
03092	1353-8292	Health & Place
13360	1547-5271	Heart Rhythm
12046	0018-506X	Hormones and Behavior
07660	0198-8859	Human Immunology
05336	0304-386X	Hydrometallurgy
05278	0262-8856	Image and Vision Computing
05044	0165-2478	Immunology Letters
05108	0926-6690	Industrial Crops and Products
07663	0019-8501	Industrial Marketing Management
07454	0163-6383	Infant Behavior and Development
05573	1567-1348	Infection, Genetics and Evolution
05375	0167-6245	Information Economics and Policy
05282	0020-0190	Information Processing Letters
00236	0306-4379	Information Systems
05374	0378-7206	Information & Management
06011	0020-1693	Inorganica Chimica Acta
06052	1387-7003	Inorganic Chemistry Communications
00390	0965-1748	Insect Biochemistry and Molecular Biology
07455	0160-2896	Intelligence
02041	0966-9795	Intermetallics
00208	0735-1933	International Communications in Heat and Mass Transfer

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05576	1567-5769	International Immunopharmacology
00353	0020-7519	International Journal for Parasitology
03042	0143-7496	International Journal of Adhesion and Adhesives
05539	0303-2434	International Journal of Applied Earth Observation and Geoinformation
05337	0166-5162	International Journal of Coal Geology
03044	0142-0615	International Journal of Electrical Power & Energy Systems
00278	0020-7225	International Journal of Engineering Science
03045	0142-1123	International Journal of Fatigue
05109	0168-1605	International Journal of Food Microbiology
05378	0169-2070	International Journal of Forecasting
04089	1750-5836	International Journal of Greenhouse Gas Control
07657	0142-727X	International Journal of Heat and Fluid Flow
00659	0278-4319	International Journal of Hospitality Management
12608	1071-5819	International Journal of Human-Computer Studies
00485	0360-3199	International Journal of Hydrogen Energy
00700	0734-743X	International Journal of Impact Engineering
05284	0169-8141	International Journal of Industrial Ergonomics
05379	0167-7187	International Journal of Industrial Organization
00264	0890-6955	International Journal of Machine Tools and Manufacture
05338	0301-7516	International Journal of Mineral Processing
00299	0020-7462	International Journal of Non-Linear Mechanics
00762	0749-6419	International Journal of Plasticity
05380	0925-5273	International Journal of Production Economics
07551	0360-3016	International Journal of Radiation Oncology / Biology / Physics
03048	0140-7007	International Journal of Refrigeration
05381	0167-8116	International Journal of Research in Marketing
00256	1365-1609	International Journal of Rock Mechanics and Mining Sciences
00297	0020-7683	International Journal of Solids and Structures
05340	0924-2716	ISPRS Journal of Photogrammetry and Remote Sensing
13450	0890-8567	Journal of the American Academy of Child & Adolescent Psychiatry
13357	1546-1440	Journal of the American College of Radiology
13380	1525-8610	Journal of the American Medical Directors Association
13242	0894-7317	Journal of the American Society of Echocardiography
02036	0955-2219	Journal of the European Ceramic Society
00334	0016-0032	Journal of the Franklin Institute
00220	0022-5096	Journal of the Mechanics and Physics of Solids
05384	0165-4101	Journal of Accounting and Economics
07675	0278-4254	Journal of Accounting and Public Policy
00840	0748-5751	Journal of Accounting Education
12628	0140-1971	Journal of Adolescence
00337	0021-8502	Journal of Aerosol Science
07419	0890-4065	Journal of Aging Studies
00801	0887-6185	Journal of Anxiety Disorders
07456	0193-3973	Journal of Applied Developmental Psychology
05341	0926-9851	Journal of Applied Geophysics
00248	0021-8928	Journal of Applied Mathematics and Mechanics
12665	0896-8411	Journal of Autoimmunity
05385	0378-4266	Journal of Banking & Finance
00339	0005-7916	Journal of Behavior Therapy and Experimental Psychiatry
00321	0021-9290	Journal of Biomechanics
05113	1389-1723	Journal of Bioscience and Bioengineering
07687	0148-2963	Journal of Business Research
07688	0883-9026	Journal of Business Venturing
12054	0021-9517	Journal of Catalysis
07694	0886-3350	Journal of Cataract & Refractive Surgery
12650	0733-5210	Journal of Cereal Science
05160	FS00-5160	Journal of Chromatography Parts A & B

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12056	0021-9797	Journal of Colloid and Interface Science
12612	0021-9975	Journal of Comparative Pathology
05288	0377-0427	Journal of Computational and Applied Mathematics
12058	0021-9991	Journal of Computational Physics
02032	0143-974X	Journal of Constructional Steel Research
07814	1057-7408	Journal of Consumer Psychology
05387	0929-1199	Journal of Corporate Finance
13453	0022-0302	Journal of Dairy Science
05388	0304-3878	Journal of Development Economics
06013	0304-4076	Journal of Econometrics
07699	0148-6195	Journal of Economics and Business
05389	0167-2681	Journal of Economic Behavior & Organization
05390	0165-1889	Journal of Economic Dynamics and Control
05289	0167-4870	Journal of Economic Psychology
05161	0368-2048	Journal of Electron Spectroscopy and Related Phenomena
14027	0099-2399	Journal of Endodontics
05392	0923-4748	Journal of Engineering and Technology Management
12064	0095-0696	Journal of Environmental Economics and Management
12642	0301-4797	Journal of Environmental Management
12640	0272-4944	Journal of Environmental Psychology
13335	0737-0806	Journal of Equine Veterinary Science
13003	1557-5063	Journal of Exotic Pet Medicine
12063	0022-0965	Journal of Experimental Child Psychology
12065	0022-1031	Journal of Experimental Social Psychology
06015	0304-405X	Journal of Financial Economics
05456	1386-4181	Journal of Financial Markets
12662	0889-9746	Journal of Fluids and Structures
12068	0889-1575	Journal of Food Composition and Analysis
02035	0260-8774	Journal of Food Engineering
05343	0375-6742	Journal of Geochemical Exploration
05162	0304-3894	Journal of Hazardous Materials
05393	0167-6296	Journal of Health Economics
12647	0305-7488	Journal of Historical Geography
12070	1051-1377	Journal of Housing Economics
05344	0022-1694	Journal of Hydrology
05055	0022-1759	Journal of Immunological Methods
12631	0163-4453	Journal of Infection
07711	0162-0134	Journal of Inorganic Biochemistry
07424	1061-9518	Journal of International Accounting, Auditing and Taxation
05395	0022-1996	Journal of International Economics
03055	0261-5606	Journal of International Money and Finance
12071	0022-2011	Journal of Invertebrate Pathology
05202	0022-2313	Journal of Luminescence
12886	1005-0302	Journal of Materials Science & Technology
12615	0022-2836	Journal of Molecular Biology
05166	1381-1169	Journal of Molecular Catalysis A: Chemical
05167	1381-1177	Journal of Molecular Catalysis B: Enzymatic
07721	1093-3263	Journal of Molecular Graphics and Modelling
05398	0304-3932	Journal of Monetary Economics
12078	0047-259X	Journal of Multivariate Analysis
05204	0022-3093	Journal of Non-Crystalline Solids
05172	0377-0257	Journal of Non-Newtonian Fluid Mechanics
05205	0022-3115	Journal of Nuclear Materials
05400	0272-6963	Journal of Operations Management
13068	0278-2391	Journal of Oral and Maxillofacial Surgery
06019	0022-328X	Journal of Organometallic Chemistry
00229	0022-3697	Journal of Physics and Chemistry of Solids

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00241	0022-3956	Journal of Psychiatric Research
07550	0022-3999	Journal of Psychosomatic Research
06023	0047-2727	Journal of Public Economics
00272	0022-4073	Journal of Quantitative Spectroscopy & Radiative Transfer
08034	0165-0378	Journal of Reproductive Immunology
12081	0092-6566	Journal of Research in Personality
07427	0022-4359	Journal of Retailing
03058	0969-6989	Journal of Retailing and Consumer Services
00348	0743-0167	Journal of Rural Studies
00679	0022-4375	Journal of Safety Research
00699	0022-4405	Journal of School Psychology
07430	1053-5357	Journal of Socio-Economics
12616	0022-460X	Journal of Sound and Vibration
05401	0378-3758	Journal of Statistical Planning and Inference
00306	0022-474X	Journal of Stored Products Research
00539	0191-8141	Journal of Structural Geology
07553	0740-5472	Journal of Substance Abuse Treatment
07735	0164-1212	Journal of Systems and Software
12617	0022-5193	Journal of Theoretical Biology
00383	0306-4565	Journal of Thermal Biology
13088	0022-5223	Journal of Thoracic and Cardiovascular Surgery
03060	0966-6923	Journal of Transport Geography
12085	0094-1190	Journal of Urban Economics
13089	0741-5214	Journal of Vascular Surgery
05509	1760-2734	Journal of Veterinary Cardiology
12086	0001-8791	Journal of Vocational Behavior
05347	0377-0273	Journal of Volcanology and Geothermal Research
05207	0167-6105	Journal of Wind Engineering and Industrial Aerodynamics
07432	1090-9516	Journal of World Business
06040	FS00-6040	Journal Electroanalytical Chemistry with Bioelectrochem and Electrochemistry Communication (Combined Subscription)
13422	1051-0443	JVIR: Journal of Vascular and Interventional Radiology
05117	0169-2046	Landscape and Urban Planning
00583	0145-2126	Leukemia Research
07538	0024-3205	Life Sciences
07738	0024-3795	Linear Algebra and its Applications
05348	0024-4937	Lithos
05118	1871-1413	Livestock Science
00358	0024-6301	Long Range Planning
12618	0023-6438	LWT - Food Science and Technology
12677	1044-5005	Management Accounting Research
03064	0264-8172	Marine and Petroleum Geology
02039	0141-1136	Marine Environmental Research
05350	0025-3227	Marine Geology
00400	0025-326X	Marine Pollution Bulletin
02038	0951-8339	Marine Structures
07744	1044-5803	Materials Characterization
06025	0254-0584	Materials Chemistry and Physics
05208	0167-577X	Materials Letters
06026	0921-5093	Materials Science and Engineering: A
03066	0264-1275	Materials & Design
07741	0025-5564	Mathematical Biosciences
05411	0263-2241	Measurement
02040	0309-1740	Meat Science
12661	0888-3270	Mechanical Systems and Signal Processing
00374	0093-6413	Mechanics Research Communications

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00303	0094-114X	Mechanism and Machine Theory
00933	0957-4158	Mechatronics
03068	1350-4533	Medical Engineering & Physics
04265	1357-3039	Medicine
12089	1096-7176	Metabolic Engineering
12092	1046-2023	Methods
09098	FS00-9098	Microbes & Infection with Research in Microbiology
12658	0882-4010	Microbial Pathogenesis
00274	0026-2714	Microelectronics Reliability
05300	0141-9331	Microprocessors and Microsystems
00837	0892-6875	Minerals Engineering
08040	0303-7207	Molecular and Cellular Endocrinology
12091	1044-7431	Molecular and Cellular Neuroscience
12664	0890-8508	Molecular and Cellular Probes
00253	0161-5890	Molecular Immunology
12093	1055-7903	Molecular Phylogenetics and Evolution
13363	1549-9634	Nanomedicine: Nanotechnology, Biology and Medicine
04085	1748-0132	Nano Today
07541	0197-4580	Neurobiology of Aging
12097	1053-8119	Neuroimage
00279	0028-3908	Neuropharmacology
00247	0028-3932	Neuropsychologia
07544	0892-0362	Neurotoxicology and Teratology
05042	1871-6784	New Biotechnology
12099	1089-8603	Nitric Oxide
00239	FS00-0239	Nonlinear Analysis & Real World Applications & Hybrid Systems Fs
05211	0168-9002	Nuclear Instruments and Methods in Physics Research Section A: Accelerators Spectrometers Detectors and Associated Equipment
05217	FS00-5217	Nuclear Physics A and B and B:Proceedings Supplements Combined Subscription (Combined Subscription)
07543	0271-5317	Nutrition Research
03072	0963-8695	NDT & E International
00320	0029-8018	Ocean Engineering
00375	0305-0483	Omega
05412	0167-6377	Operations Research Letters
07585	0161-6420	Ophthalmology: Journal of the American Academy of Ophthalmology
12101	1068-5200	Optical Fiber Technology
05219	0030-4018	Optics Communications
03076	0030-3992	Optics & Laser Technology
12100	0749-5978	Organizational Behavior and Human Decision Processes
07753	0090-2616	Organizational Dynamics
12689	1063-4584	Osteoarthritis and Cartilage
05076	0304-3959	Pain
05356	FS00-5356	Palaeogeography, Palaeoclimatology, Palaeoecology with Global and Planet Change (Combined Subscription)
05302	0167-8191	Parallel Computing
05303	0167-8655	Pattern Recognition Letters
00603	0191-8869	Personality and Individual Differences
12105	0048-3575	Pesticide Biochemistry and Physiology
05220	0378-4371	Physica A: Statistical Mechanics and its Applications
00413	1474-7065	Physics and Chemistry of the Earth Parts A, B & C
05357	0031-9201	Physics of the Earth and Planetary Interiors
05236	0375-9601	Physics Letters A
12660	0885-5765	Physiological and Molecular Plant Pathology
07548	0031-9384	Physiology & Behavior
00273	0031-9422	Phytochemistry
09054	0981-9428	Plant Physiology and Biochemistry

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08045	0168-9452	Plant Science
12106	0147-619X	Plasmid
03077	0962-6298	Political Geography
03078	0032-3861	Polymer
05122	0925-5214	Postharvest Biology and Technology
06031	0032-5910	Powder Technology
05358	0301-9268	Precambrian Research
12107	0091-7435	Preventive Medicine
05123	0167-5877	Preventive Veterinary Medicine
02052	0266-8920	Probabilistic Engineering Mechanics
00415	0376-0421	Progress in Aerospace Sciences
00474	0360-1285	Progress in Energy and Combustion Science
00414	0079-6425	Progress in Materials Science
00412	0301-0082	Progress in Neurobiology
05178	0079-6565	Progress in Nuclear Magnetic Resonance Spectroscopy
00409	0305-9006	Progress in Planning
00418	0079-6700	Progress in Polymer Science
00417	0079-6786	Progress in Solid State Chemistry
12104	1046-5928	Protein Expression and Purification
00473	0306-4530	Psychoneuroendocrinology
07437	0363-8111	Public Relations Review
00636	0277-3791	Quaternary Science Reviews
05414	0166-0462	Regional Science and Urban Economics
12110	0273-2300	Regulatory Toxicology and Pharmacology
07759	0034-4257	Remote Sensing of Environment
00969	0960-1481	Renewable Energy
01010	1364-0321	Renewable & Sustainable Energy Reviews
07552	0890-6238	Reproductive Toxicology
00826	0891-4222	Research in Developmental Disabilities
12709	0034-5288	Research in Veterinary Science
05415	0048-7333	Research Policy
05126	1569-9048	Respiratory Physiology & Neurobiology
07440	1058-3300	Review of Financial Economics
05359	0034-6667	Review of Palaeobotany and Palynology
00704	0736-5845	Robotics and Computer-Integrated Manufacturing
05419	0925-7535	Safety Science
05128	0304-4238	Scientia Horticulturae
00222	1359-6462	Scripta Materialia
05360	0037-0738	Sedimentary Geology
12679	1044-579X	Seminars in Cancer Biology
12675	1084-9521	Seminars in Cell and Developmental Biology
12678	1044-5323	Seminars in Immunology
08054	1383-5866	Separation and Purification Technology
05311	0165-1684	Signal Processing
05129	0921-4488	Small Ruminant Research
12113	0049-089X	Social Science Research
00315	0277-9536	Social Science & Medicine
00317	0038-0121	Socio-Economic Planning Sciences
00332	0038-0717	Soil Biology & Biochemistry
05130	0167-1987	Soil & Tillage Research
05315	0927-0248	Solar Energy Materials and Solar Cells
00230	0038-1098	Solid State Communications
05240	0167-2738	Solid State Ionics
00103	0038-1101	Solid-State Electronics
05184	1386-1425	Spectrochimica Acta Part A: Molecular and Biomolecular Spectroscopy
05185	0584-8547	Spectrochimica Acta Part B: Atomic Spectroscopy

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05422	0167-7152	Statistics & Probability Letters
00497	0191-491X	Studies in Educational Evaluation
00401	FS00-0401	Studies in History and Philosophy of Science Parts A - C
12657	0749-6036	Superlattices and Microstructures
06035	0257-8972	Surface and Coatings Technology
05241	0039-6028	Surface Science (Including Surface Science Letters)
05427	0167-6911	Systems & Control Letters
05187	0039-9140	Talanta
00224	0742-051X	Teaching and Teacher Education
00384	0160-791X	Technology in Society
05361	0040-1951	Tectonophysics
00876	FS00-0876	Tetrahedron - Combined Subscription to 5 Tetrahedron Journals
05245	0167-8442	Theoretical and Applied Fracture Mechanics
07774	0093-691X	Theriogenology
07587	0002-9343	The American Journal of Medicine
14039	0002-9440	The American Journal of Pathology
07588	0002-9610	The American Journal of Surgery
07610	0003-4975	The Annals of Thoracic Surgery
07412	0020-7063	The International Journal of Accounting
00395	1357-2725	The International Journal of Biochemistry & Cell Biology
07418	0099-1333	The Journal of Academic Librarianship
07583	1053-2498	The Journal of Heart and Lung Transplantation
07423	1047-8310	The Journal of High Technology Management Research
07457	0732-3123	The Journal of Mathematical Behavior
07714	0955-2863	The Journal of Nutritional Biochemistry
13249	0022-3476	The Journal of Pediatrics
05452	0896-8446	The Journal of Supercritical Fluids
14024	0022-5347	The Journal of Urology
02284	0140-6736	The Lancet
02290	1473-3099	The Lancet Infectious Diseases
02291	1474-4422	The Lancet Neurology
02285	1470-2045	The Lancet Oncology
07433	1048-9843	The Leadership Quarterly
07438	1062-9769	The Quarterly Review of Economics and Finance
07443	0362-3319	The Social Science Journal
12603	1090-0233	The Veterinary Journal
06056	FS00-6056	Thin Solid Films with Organic Electronics (Combined Subscription)
02057	0263-8231	Thin-Walled Structures
12722	0040-8166	Tissue and Cell
13039	1938-9736	Topics in Companion Animal Medicine
03084	0261-5177	Tourism Management
08057	0378-4274	Toxicology Letters
00259	0041-0101	Toxicol
07002	0041-1345	Transplantation Proceedings
01035	FS00-1035	Transportation Research Parts A-F
02115	0968-0004	Trends in Biochemical Sciences
02119	0167-7799	Trends in Biotechnology
02123	0962-8924	Trends in Cell Biology
02122	0169-5347	Trends in Ecology & Evolution
02124	0924-2244	Trends in Food Science & Technology
02120	0168-9525	Trends in Genetics
02118	1471-4906	Trends in Immunology
02125	0966-842X	Trends in Microbiology
02116	0166-2236	Trends in Neurosciences
02121	1471-4922	Trends in Parasitology
02117	0165-6147	Trends in Pharmacological Sciences
03086	0301-679X	Tribology International

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07554	0301-5629	Ultrasound in Medicine and Biology
10015	1618-8667	Urban Forestry & Urban Greening
03094	0264-410X	Vaccine
05133	0165-2427	Veterinary Immunology and Immunopathology
05134	0378-1135	Veterinary Microbiology
05135	0304-4017	Veterinary Parasitology
12119	0042-6822	Virology
05082	0168-1702	Virus Research
00309	0043-1354	Water Research
05250	0165-2125	Wave Motion
06038	0043-1648	Wear
00361	0277-5395	Women's Studies International Forum
00386	0305-750X	World Development

Product ID	ISSN	Cell Press Collection Journal Title
13437	0006-3495	Biophysical Journal
07595	1535-6108	Cancer Cell
07590	0092-8674	Cell
07703	1931-3128	Cell Host & Microbe
13368	1550-4131	Cell Metabolism
07704	1934-5909	Cell Stem Cell
02215	1074-5521	Chemistry & Biology
02216	0960-9822	Current Biology
07594	1534-5807	Developmental Cell
07591	1074-7613	Immunity
07592	1097-2765	Molecular Cell
07593	0896-6273	Neuron
02218	0969-2126	Structure
07813	0002-9297	The American Journal of Human Genetics

Product ID	ISSN	Clinics Collection Journal Title
13106	0033-8389	Radiologic Clinics of North America
13006	0749-0739	Veterinary Clinics of North America: Equine Practice
13009	0749-0720	Veterinary Clinics of North America: Food Animal Practice
13041	0195-5616	Veterinary Clinics of North America: Small Animal Practice

ELSEVIER SUBSCRIPTION AGREEMENT

Schedule 2 Sites/Authentication/Contacts

Subscriber: Virginia Polytechnic Institute and State University

Sites:	#Auth. Users:	Authentication:
Virginia Polytechnic Institute and State University, Blacksburg, VA 24061-0002, USA	33,000	128.173.* 208.22.130.* 198.82.* 208.22.18.* 208.22.128-159.* 208.22.251.* 208.29.54.* 208.16.73.* 128.173.125.231 128.173.127.10

Estimated total number of Authorized Users: 33,000

For the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (with the exception of employees of the Subscriber that are affiliated with charitable foundations that exist to serve the University but including companies that are owned wholly or in part by, or affiliated with, the Subscriber) are not Sites, unless expressly stated above.

The Subscriber will promptly notify Elsevier of any material changes in the number of Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

Primary Contact

Name:	Ladd Brown
Title:	Head of Acquisitions
Name/Address (if different from Section 8.7):	
E-mail:	blbrown@vt.edu
Phone:	540-231-6736

Billing Contact

Name:	
Title:	EBSCO Subscription Services
Name/Address (if different from Section 8.7):	PO Box 1943, Birmingham, AL, 35201-1943, USA
E-mail:	broper@ebSCO.com
Phone:	205-991-1120

The Subscriber will promptly notify Elsevier of any changes to any of the contact information above.

Purchasing Terms & Conditions

1. This purchase made by the University is governed in all respects by the laws of the Commonwealth of Virginia, and any supplier or contractor providing goods or services to the University assures the Commonwealth it is conforming with Section 2.2-4311, "Employment Discrimination by Contractor Prohibited," of the Virginia Public Procurement Act. This purchase is also subject to the provisions of the "Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors", and the University's Procedure for resolution of contractual claims. The supplier or contractor, its agents and employees are prohibited under the terms of this purchase from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.
2. Sales to the University are normally exempt from State taxes. Invoices resulting from this purchase will be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is _____. State sales and use tax certificate of exemption form ST-12 will be issued upon request.
3. The supplier or contractor may make substitutions, changes or deviations only with the prior approval of the ordering individual.
4. By accepting and performing this order, the vendor agrees that the price(s) include(s) shipping FOB destination unless otherwise stated in the order.
5. Goods delivered or services rendered must be strictly in accordance with the order placed and cannot deviate in any way from the terms, conditions or specifications of this order without the prior approval of the ordering individual. Equipment, materials, or supplies delivered on this order are subject to inspection and test upon receipt. If rejected, goods remain the property of the supplier.
6. The supplier must provide a current Material Safety Data Sheet (MSDS) on each delivered product containing any substance defined or described by United States Federal Hazard Communication Standard 1910.1200.
7. To receive payment, a valid University Purchase Order Number must be shown on all invoices and shipments associated with a Purchase Order. Payments will be made according to the payment terms selected at the time of registration or the payment terms reflected on the University issued Purchase Order. Payment will not be made until an authorized agent of the vendor has registered with the University.
8. Payments will be made from original invoices only with the exception of electronic invoices submitted via eXML. Electronic invoices do not include invoices submitted by email or facsimile unless specifically negotiated with the University.

Unless otherwise negotiated or selected at registration, if Elsevier requests payment(s) to be made by paper check, all payments made by paper check will incur an administrative fee of .5% of the payment amount. This fee will be automatically deducted from the overall payment amount. If a cash discount for early payment can be taken by the University, that cash discount is specified on the Purchase Order. The University will compute cash discounts from the date of delivery of goods at destination after final inspection and acceptance, from the date of completion of services or the date the correct invoice is received, whichever is later, or as may be agreed between the University and the vendor. The University will take the discount if payment is made within the specified time frame.

9. Sensitive, non-public "University Data" is strictly regulated by the state or federal law. Such data includes but is not limited to: business, administrative and financial data, intellectual property, and patient, student and personnel data. The University acknowledges and agrees that it will not supply any University Data to the contractor.
10. If eVA-registered, vendor agrees, by accepting and performing this order, that it is subject to an eVA Transaction Fee based on the face amount of the order, for which vendor will be invoiced by the Commonwealth of Virginia, Department of General Services. The eVA Transaction Fee to vendors that

are DMBE-certified Small Businesses is 1%, capped at \$500 per order, and the eVA Transaction Fee to vendors that are not DMBE-certified Small Businesses is 1%, capped at \$1,500 per order. (The DMBE certified Small Business designation is understood to include DMBE-certified Woman- and Minority-owned Businesses as well.) Vendors may not recoup the eVA fee by invoicing the University for the fee.

Additional information about eVA is available at <http://www.eva.virginia.gov>.

11. It is the intent of this purchase to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access this purchase if authorized by the Supplier.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Supplier, this purchase may be extended to the entities indicated above to purchase at fees in accordance with this purchase. The Supplier will notify the University in writing of any such entities accessing this purchase. No modification of this Agreement or execution of a separate agreement is required to participate. The Supplier will provide semi-annual usage reports for all entities accessing this purchase. Participating entities will place their own orders directly with the Supplier and will fully and independently administer their use of this purchase to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Supplier to extend this purchase. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of this purchase no matter the circumstances.

Use of this purchase does not preclude any participating entity from using other agreements or competitive processes as the need may be.

12. Virginia Freedom of Information Act

Except as provided below, once an order is issued, all related solicitation documents submitted to the University, including, but not limited to, quotations, proposals, bids, statements of work, and/or specifications, will be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a vendor as part of its solicitation documents will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the vendor must invoke the protections of this section prior to or upon submission of its solicitation documents, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. A vendor may not request that its solicitation documents in their entirety be treated as proprietary information; nor may a firm request that its pricing be treated as a trade secret or proprietary information, or otherwise be deemed confidential.

13. In the event that the Vendor enters into terms of use agreements or other agreements or understanding, whether electronic, click-through, verbal or in writing, with University employees or other Authorized Users, such agreements shall be null and void as against the University. With respect to individuals, this order and the license between the University and Vendor shall take precedence over any conflicting terms of use agreements or other agreements or understanding.
14. If the vendor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (ITAR), it must notify (by fax), and receive prior authorization from, the University's Office of Export Controls before delivery. The notification provided by the vendor shall include the name of the University point of contact, identify each ITAR controlled commodity, provide the associated U.S. Munitions List (USML) category number(s), and indicate whether or not the determination was reached as a result of a commodity jurisdiction or self-classification process. The vendor agrees that if it fails to notify the University that it is providing ITAR-controlled items, data or services, it shall reimburse the University for any fines, legal costs and other fees imposed by the above-named regulatory agency for any violation of export controls regarding the provided items, data or services.