

approved budgets of University of Maryland, College Park or are likely to become available from government budgets or other sources for the upcoming calendar year to enable University of Maryland, College Park, in the exercise of its reasonable administrative discretion, to continue this Agreement and University of Maryland, College Park shall provide evidence of such financial exigency. As of the date of its notice to Wiley, University of Maryland, College Park shall incur no further liability for the Fees to Wiley due for the remainder of the License Term. If University of Maryland, College Park executes this option, no refund of payment already received by Wiley will be owed to University of Maryland, College Park.

6. University of Maryland, Baltimore may terminate this Agreement pursuant to Section 18 of Schedule A attached hereto.

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- 2. Confidential Information shall be used by the Licensee solely for the purposes of negotiating and implementing this Agreement. The Licensee agrees to take reasonable care to protect the Confidential Information from disclosure to third parties and to limit disclosure of the Confidential Information to those employees or contractors of the Licensee including affiliates of the Licensee who have a need to know in connection with this Agreement, and who have been made aware of, and agree to abide by, these restrictions. When disclosure is legally mandated, the parties will use, whenever possible, a version of the Agreement without Confidential Information.

5. This Agreement, as modified by University Schedule A, attached, constitutes the complete understanding of the parties and supersedes all prior understandings between the parties with respect to the subject matter of this Agreement. No modification, amendment, or waiver of any provisions shall be valid unless in writing and executed by the parties. Any waiver in one or more instances by either of the parties of any breach by the other of any terms or provisions contained in this Agreement shall not be considered a waiver of any succeeding or preceding breach. In the event that any clause of this Agreement is determined to be void or unenforceable, the remainder of the Agreement shall survive.

6. All Appendices attached or to be attached to this Agreement are incorporated herein and shall be governed by the terms and conditions of this Agreement unless otherwise specified in such Appendix. In the event of any conflict between the terms of an Appendix and the terms of this Agreement, the terms of the Appendix shall govern. In the event of any conflict between the terms of this Agreement, including an Appendix, and the terms of an Invoice Agreement Letter as defined in Paragraph D.4. above, the terms of this Agreement shall govern. For purposes of this section, a conflict arises when there is any difference between the terms contained in this Agreement, an Appendix or an Invoice Agreement Letter.

AGREED AND ACCEPTED
UNIVERSITY OF MARYLAND AT
COLLEGE PARK


By: 

Name: Lila Ohler

Title: Head of Acquisitions

Date: 03/21/13

WILEY SUBSCRIPTION SERVICES, INC.

By: 

Name: David Fisher

Title: Vice President

Date: APRIL 5, 2013

AGREED AND ACCEPTED
UNIVERSITY OF MARYLAND,
BALTIMORE

WILEY SUBSCRIPTION SERVICES, INC.

By: _____

By: _____

Name: _____

Name: David Fisher

Title: _____

Title: Vice President

Date: _____

Date: _____

APPENDIX A – THE LICENSEE

The following Member Institutions of the University of Maryland Consortium have agreed to the terms of their participation in this License, as of the above date. Financial terms and supporting documentation for these participants are included in Appendix B. Information on sites and contacts for these participants follows.

When additional constituent Member Institutions of the University of Maryland Consortium agree in writing to the terms of their participation in this License, they are deemed to be included in the definition of Licensee as parties to the Agreement. Appendix A will be amended to include information on sites and contacts. Financial terms and other supporting documents for each such Licensee-Member Institution will be attached to this Agreement in Appendix B.

The following are constituent members of the University of Maryland Consortium:

University of Maryland at College Park
University of Maryland, Baltimore

**PARTICIPATING UNIVERSITY OF MARYLAND CONSORTIUM MEMBER:
UNIVERSITY OF MARYLAND AT COLLEGE PARK**

Listing of all addresses for the Licensee:

McKeldin Library
College Park, Maryland 20742

Listing of all IP address(es) for the Licensee's Secure Network:

1

License Administrator:

Clara Ann Ruttenberg
2200 McKeldin Library
University of Maryland
College Park, MD 20742
Ph:301-405-9326
Fax: 301-314-1200
Email: crutten@umd.edu

Licensee's Technical Contact:

Rebecca Kemp
Continuing Resources Librarian
2200 McKeldin Library
University of Maryland
College Park, MD 20742
Ph: 301-405-9309
Fax: 301-314-1200
Email: rkemp@umd.edu

APPENDIX B (a) – LICENSED ELECTRONIC JOURNALS - CORE COLLECTIONS OF SUBSCRIBED TITLES

[Licensee: University of Maryland]

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(a) Year 1

- Core Collection Fee = 100% of current holdings value based on the current year full rate institutional online only price. Holdings are determined based on all full rate institutional subscriptions held by the Licensee in the year prior to the first year of the License.
- Total Core Collection Fee = See Chart Below (Minimum Total Core Collection Fee: \$10,000)

Member	FTE	2013 Core Collection Fee
University of Maryland, College Park	35,000	\$855,080.35
University of Maryland, Baltimore	6,382	!
TOTAL		

(b) Year 2 and subsequent years

- Core Collection Fee = 100% of the previous year's Core Collection fee plus a price increase based on the average journal price increase but not to exceed the Price Increase Cap specified below, plus any adjustments for new, canceled or deleted Electronic Journal titles.
- Price Increase Cap: 4%
If the average aggregate Wiley journal price increase for a calendar year is less than the Price Increase Cap, the lower percentage will be applied. The following titles are not available via

this Agreement: *Econometrica*, *Quantitative Economics*, *Theoretical Economics* and *The Journal of the European Economic Association*. However, they may be ordered via Wiley's Journals Customer Service department at cs-journals@wiley.com.

(c) Title Cancellation:

- (a) Each Member Institution may annually cancel outright subscribed Electronic Journals equal to 1% of the annual Core Collection value of the Member Institution. These changes will be reflected in amendments to Appendix B.
- (b) Cancellations will be accepted at the title level or for duplicate subscriptions.
- (c) If a cancelled subscription is not the only subscription to that Electronic Journal in the Member Institution's holdings, that Member Institution will continue to have electronic access to that Journal.
- (d) If this cancelled subscription is the only subscription to that Electronic Journal in the Member Institution's holdings, then that Member Institution will lose access to the newly published content of that title permanently.
- (e) Member Institutions may front-load future years' annual cancellation allowance of 1%, provided that the resulting aggregate annual journal value of the Member Institution is not less than the aggregate annual journal value of that Member Institution in the prior year.
- (f) Front-loaded cancellations that exceed 1% of the annual Core Collection value of the Member Institution will reduce the permitted amount of cancellations in future years by that amount.
- (g) Cancellations will only be accepted on a calendar year basis and Wiley must be notified by each Member Institution by November 1st of any such subsequent year cancellations.

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Wiley may, from time to time, cease publication of individual journals in which case the journal(s) will be removed from the Licensee's Core Collection, and the fees associated with the journal(s) will no longer be factored into the Core Collection Fee.

Except as provided above, the Licensee must maintain all online subscriptions in the Core Collection as set forth in the attached list (Appendix B(a)1).

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- (b) Subscriptions to titles transferred into Wiley from another publisher will be added to a Member Institution's Core Collection in the first year of transfer if the Member Institution has one or more subscriptions for the calendar (or subscription) year in which the title is transferred. Individually negotiated pricing for access to transferred titles will also be maintained by Wiley, subject to the other terms of this Agreement. The title will be added to the Core Collection of that Member Institution at the current year institutional online only price multiplied by the number of subscriptions held in the previous year. Subscriptions to titles transferred out of Wiley will be deleted from the Member Institution's Core Collection in the year of transfer.
- (c) A Member Institution may add previously canceled titles at the current full rate institutional online only subscription price to its Core Collection.

- (d) Wiley reserves the right to exclude titles from inclusion in the Standard or Custom Collections, however these titles may be added to an individual Member Institution's Core Collection. A list of titles excluded from the Standard and Custom Collections can be found in Appendix B(e).

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