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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4. Wiley shall indemnify and hold the Licensee harmless from and against any damages, costs and fees (including reasonable attorney’s fees) resulting from any judgment against the Licensee arising out of the claim of a third party that Wiley’s license of the Licensed Electronic Products or the Licensee’s use thereof constitutes an infringement of any copyright, patent, trade secret or other proprietary right of any such third party. This indemnity shall survive termination of the Agreement for two (2) years. This indemnity shall not apply if the claim involves content which has been modified or used in a manner not permitted under this Agreement or if the Licensee has failed to comply with other material terms of this Agreement.

The Licensee shall give prompt notice of an infringement claim to Wiley, shall provide such cooperation and assistance to Wiley as is reasonably necessary to defend the claim and shall allow Wiley to have the sole control of the defense, provided, however, that the Licensee retains the right to participate in the defense at its own expense.

I. CONFIDENTIALITY PROVISIONS

1. While negotiating this Agreement and during the Term thereafter, Wiley may provide the Licensee with certain information which may be oral or written (including information in electronic format), which is deemed confidential. For the purposes of this Agreement, and subject to the Maryland Access to Public Records Act, Title 10, Subtitle 6 of the State Government Article, Annotated Code of Maryland, as amended from time to time, Confidential Information is defined to include, but is not limited to, the terms and conditions of this Agreement that have been negotiated, such as financial terms, the substance of all negotiations relating thereto, all information pertaining to Wiley Online Library which is proprietary to Wiley, and any other material which has either been marked “confidential” by Wiley or which, by the nature of the circumstances surrounding the disclosure, would be understood to be confidential by a reasonable party.

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.
J. GENERAL PROVISIONS

1. Wiley may assign this Agreement to its successors, subsidiaries or assigns. This Agreement may not be assigned by the Licensee except with the prior written consent of Wiley.

2. This agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland, excluding its conflict of laws principles excluding the Maryland Uniform Computer Information Transactions Act, MD Code Ann. [Commercial Law] sections 21-101 through 21-816 (2000), as amended from time to time, which the parties mutually agree to opt out of.

3. In the event of a material breach of the terms and conditions of this Agreement by either party, the non-breaching party shall be entitled, in addition to any other remedies available pursuant to this Agreement or at law, to seek equitable relief, including injunctive, relief.

4. Any notice, request, statement or other communication to be given hereunder to any party shall be in writing addressed to the party as follows:

   If to Wiley:
   Wiley Subscription Services, Inc.
c/o John Wiley & Sons, Inc.
111 River Street
Hoboken, NJ 07030
Attn: Reed Elfenbein
Vice President

   If to Licensee:
   University of Maryland, College Park
   Acquisitions/Serials
   Room 2200
   McKeldin Library,
   College Park, Maryland, 20742
   Attn: Lila (Angie) Ohler
   Head of Acquisitions
   University of Maryland, Baltimore
   Health Sciences and Human Services Library
   601 W. Lombard St.
   Baltimore MD 21201
   Attn: Steven Douglas
   Head, Collection Management

or mailed or delivered to such other address as each party may designate by notice given in like manner, including via email to elecjrnal@umd.edu and any such notice, request, statement or other communication, shall be deemed to have been given when received, except that if mailed by registered or certified mail, return receipt requested, or delivered by overnight courier service, it shall be deemed to have been given when mailed as aforesaid or when delivered.
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: [Signature]
Name: Lila Ohler
Title: Head of Acquisitions
Date: 03/21/13

WILEY SUBSCRIPTION SERVICES, INC.

By: [Signature]
Name: David Fisher
Title: Vice President
Date: APRIL 5, 2013
AGREED AND ACCEPTED
UNIVERSITY OF MARYLAND,
BALTIMORE

By: ______________________
Name: ______________________
Title: ______________________
Date: ______________________

WILEY SUBSCRIPTION SERVICES, INC.

By: ______________________
Name: David Fisher
Title: Vice President
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:

License Administrator:
Clara Ann Ruttenberg
2200 McKeldin Library
University of Maryland
College Park, MD 20742
Ph: 301-405-9326
Fax: 301-314-1203
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: 301-314-1203
Email: rkemp@umd.edu

01. Online Enhanced License for Consortium Customers
APPENDIX B (a) – LICENSED ELECTRONIC JOURNALS - CORE COLLECTIONS OF
SUBSCRIBED TITLES
[Licensee: University of Maryland]

The Core Collection is defined herein as the complete collection of Wiley journals to which the
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Archival Access: During the term of this License, Wiley will provide the Licensee with access to
current electronic files of the journals in the Core Collection and retrospective content, generally back
to 1997, depending on the start date of online publishing by Wiley, as well as tables of content,
abstracts, full text and illustrations and any additional electronic journal content not included in the
print versions of the journals, but not materials included in Backfiles.

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access to current electronic files of the journals in the Core Collection and retrospective content,
generally back to 1997, depending on the start date of online publishing by Wiley, as well as tables of
content, abstracts, full text and illustrations and any additional electronic journal content not included
in the print versions of the journals, but not materials included in Backfiles where Wiley has the rights
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By providing such access Wiley grants to the Licensee a nonexclusive, royalty-free, license to use
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which restrictions shall survive any termination of the Agreement.

Pricing:
(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)

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<th>Member</th>
<th>FTE</th>
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<tr>
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<td>35,000</td>
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<tr>
<td>University of Maryland, Baltimore</td>
<td>6,382</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td>$855,080.35</td>
</tr>
</tbody>
</table>

(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
(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.

**Electronic Journal Subscription Maintenance and Swapping:** The Licensee may swap subscribed online journals in the Core Collection without penalty provided that such changes do not exceed 5% of the value of the total Core Collection for any calendar year. These changes will be reflected in amendments to this Appendix. Swapping will be accepted at the title level or for duplicate subscriptions. Swapping will only be accepted on a calendar year basis and Wiley must be notified of any changes in writing no later than the preceding November 1st.

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).

**New Titles:** New Titles can be added under the following terms and conditions:

(a) Member Institutions may add new journals to their Core Collection at the full rate institutional online only subscription price.

(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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