

VIRGINIA COMMONWEALTH BOARD OF VISITORS EXECUTIVE COMMITTEE 2:00 PM - 2:15 PM¹ FEBRUARY 17, 2022 SCOTT HOUSE FRANKLIN ST. RICHMOND VIRO

909 W. FRANKLIN ST., RICHMOND, VIRGINIA & VIRTUAL

DRAFT

AGENDA

1. CALL TO ORDER & WELCOME

2:00 p.m. - 2:05 p.m.

Mr. H. Benson Dendy, III, Chair

& Rector

Ms. Carolina Espinal, Vice Rector

2. ELSEVIER B.V. CONTRACT

2:05 p.m. – 2:15 p.m.

Ms. Karol Kain Gray, Senior Vice

President & CFO

Mr. John McHugh, Director of

Procurement Services

Action Items, recommendation for:

Resolution of the Board of Visitors of Virginia Commonwealth University Approval for Contract Exceeding \$5 million

3. ADJOURNMENT

2:15 p.m.

Mr. H. Benson Dendy, III, Chair &

Rector

¹ The start time for the Board of Visitors meeting is approximate only. The meeting may begin either before or after the listed approximate start time as Board members are ready to proceed.

To: The Board of Visitors of Virginia Commonwealth University

From: Procurement Services and University Libraries

Subject: Approval for Contract with Elsevier B.V. Exceeding \$5 Million

Date: February 17, 2022

Recommendation

We recommend that the Board approve the contract with Elsevier B.V. and authorize the Senior Vice President and Chief Financial Officer to execute the contract on behalf of Virginia Commonwealth University ("VCU").

Background

The Office of the President issued the Delegation of Signatory Authority policy on May 10, 2019. Pursuant to the Delegation of Signatory Authority policy, contracts with a total actual or anticipated expenditure value exceeding \$5 million require prior approval by the Board. VCU wishes to enter into a contract with Elsevier B.V. to purchase subscriptions to electronic journal collections and electronic books. The total actual or anticipated expenditure value of the contract with Elsevier B.V. will exceed \$5 million.

Discussion

By executing the contract with Elsevier B.V., VCU's students, staff, and researchers will receive instant access to all Elsevier B.V. electronic journal collections and specified electronic books. These peer-reviewed scholarly journals and books are essential to the successful pursuit and completion of undergraduate, graduate, and professional degrees. These peer-reviewed scholarly journals and books are also essential to the creation and support of grant applications, as well as the successful completion of research studies, which span the areas of medicine, health professions, psychology, biomedical sciences, engineering, social sciences, and humanities.

The term of the contract with Elsevier B.V. will be three years, and the total cost will be \$6,107,874.75. This scholarly subscription is standard for institutional research libraries across the world, and Elsevier B.V. is the exclusive holder and distributor of such subscriptions. If the contract is approved by the Board, VCU anticipates continuing the subscription with Elsevier B.V., through contract renewal, at the end of the contract's term.

University Impact

Executing the contract with Elsevier B.V. will support VCU's <u>Strategic Research Priorities Plan</u> and further the <u>Quest 2025</u> goal to achieve preeminence as a 21st century public, urban research university.

RESOLUTION OF THE BOARD OF VISITORS OF VIRGINIA COMMONWEALTH UNIVERSITY

APPROVAL FOR CONTRACT EXCEEDING \$5 MILLION

WHEREAS, the Office of the President issued the Delegation of Signatory Authority policy on May 10, 2019;

WHEREAS, pursuant to the Delegation of Signatory Authority policy, contracts with a total actual or anticipated expenditure value exceeding \$5 million require prior approval by the Board;

WHEREAS, Virginia Commonwealth University wishes to enter into a contract with Elsevier B.V. to purchase subscriptions to online journal collections; and

WHEREAS, the total actual or anticipated expenditure value of the contract with Elsevier B.V. will exceed \$5 million.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF VISITORS OF VIRGINIA COMMONWEALTH UNIVERSITY:

- 1. The Board approves the contract with Elsevier B.V.
- 2. The Board authorizes the Senior Vice President and Chief Financial Officer to execute the contract on behalf of Virginia Commonwealth University.
 - 3. This Resolution will take effect immediately upon its adoption

ELSEVIER SUBSCRIPTION AGREEMENT

This agreement ("Agreement") is entered into as of the date the last signature is affixed hereto, by and between **Virginia Commonwealth University**, a corporation and an institution of higher education of the Commonwealth of Virginia, 910 W Franklin St, Richmond, VA 23284, 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 ("Walk-in Users").

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;
- store individual journal articles from the ScienceDirect Subscribed Products in the private library of a social networking site for the Authorized User's own personal use only;
- share individual journal articles from the ScienceDirect Subscribed Products with third party colleagues individually for their scholarly or research use;
- share individual journal articles from the ScienceDirect Subscribed Products with
 a limited number of third-party colleagues as part of an invitation only working
 group on non-commercial platforms or tools, for personal, scholarly or research
 use;

- access, search, browse, view, print, make electronic copies and store for the exclusive use of such 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."; and
- if the Authorized User is a librarian/information specialist, access, search, browse, view, print, make electronic copies and store a Transaction for the exclusive use of another Authorized User.

The Subscriber may:

- access the text and data mining service online via an API at http://dev.elsevier.com to continuously and automatically extract and index and/or process information from the ScienceDirect Subscribed Products to which the Subscriber separately subscribes and load and integrate the results (the "TDM Output") on the Subscriber's text-mining system for access and use by Authorized Users; and
- distribute the TDM Output externally, which may include a few lines of query-dependent text of individual full text articles or book chapters ("Snippets") or bibliographic metadata. Where Snippets and/or bibliographic metadata are distributed, they should be accompanied by a DOI link that points back to the individual full text article or book chapter. Where images are used the Subscriber should clear the rights for reuse with the relevant copyright owner and/or rights holder.
- Further the TDM Output should include a notice in the following form: "For material subject to copyright, some rights reserved. Rightsholder permits non-commercial use, distribution, and reproduction of such protected material in any medium, provided the original author and source are credited."

The text and data mining service online may be accessed, processed, or hosted by, vendors or other third parties retained by the Subscriber only with the express written permission of Elsevier and solely for the index and/or process information purposes of the Subscriber. Any such vendor or approved third party will not ingest the data for any other reasons and will keep such extracted data, the Snippets and the TDM Output separate and segregated from any other data and will have no right or ability to use the extracted data, the Snippets and the TDM Output in any other product or service offering.

Furthermore, vendors or other approved third parties will agree in writing to agree and comply with the terms and conditions of this Agreement and will provide Elsevier a copy of such written statement. The Subscriber will not appoint vendors or other third parties which are located outside the European Union, Canada, or the United States of America.

The Subscriber will exercise the same degree of care and apply the same level of security control with respect to the use of the text and data mining service online and the activities under this Agreement as with the Subscriber's own products and services. Unless otherwise noted in Section 3.2, the Subscriber will be primarily liable for the compliance of all Authorized Users and the engaged third-party vendor with this Agreement.

As additional restrictions in this usage grant, the Subscriber and its Authorized Users may not:

- use any robots, spiders, or other automated downloading programs, algorithms, or devices to search, screen-scrape, extract, or index any Elsevier web site or web application, other than the text and data mining service online via an API;
- create derivative products or services and/or utilize the TDM Output in a way that would compete with the value of the final peer review journal article or the Subscribed Products, or have the potential to compete with, to substitute and/or replicate any other existing Elsevier

products, services and/or solutions or to enhance the products or services and/or solutions of the engaged vendor or otherwise commercially use or allow commercial use of the TDM Output;

- perform text and datamining for a third party; or
- store, or permit storage of, content from the Subscribed Products, extracted data, the Snippets and/or the TDM Output on any server other than an internal server of the Subscriber.
- deliver journal articles from Subscribed Titles (as defined herein) and, if any, book chapters from the ScienceDirect Subscribed Products to fulfil requests as part of the practice commonly known as "interlibrary loan" from non-commercial libraries located within the United States to non-commercial libraries within the United States, provided that the Subscriber's staff reviews the requests and fulfils the requests in compliance with Section 108 of the U.S. Copyright Law (17 U.S.C. § 108) and such delivery is without commercial gain and not routinely substantively or systematically provided (whether on one occasion or over a period of time) in such a manner or in such quantities as to substitute for a subscription by the receiving library or the end user.

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;
- substantially or systematically reproduce, retain, store locally, redistribute or disseminate online the Subscribed Products; or
- post individual items from the Subscribed Products on social networking sites.

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 or dissemination online of the Subscribed Products could materially and irreparably harm Elsevier and its suppliers.

Notwithstanding anything to the contrary contained in this Agreement, more extensive usage terms might be permitted for open access content in the Subscribed Products as identified in the individual journal article as stated in the applicable user (e.g., CC) license.

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, upon receipt by Elsevier of this Agreement document in the territory of the Netherlands, as duly signed by the Subscriber, which acceptance will be evidenced and timestamped by an authorized representative of Elsevier in the Netherlands.

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 available as described at https://www.elsevier.com/sd_usage_reports. 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. Access to the Subscribed Products by Authorized Users who are Walk-in Users is permitted provided that access is limited to fixed terminals/workstations at the Sites only. Remote access to the Subscribed Products by Walk-in Users is not permitted. The distribution of usernames/passwords and other access credentials to such Authorized Users or otherwise made discoverable by those Authorized Users is not permitted.

3.2 Protection from Unauthorized Access and Use.

The Subscriber will:

- take appropriate measures to protect against the misuse or unauthorized access, whether by the Subscriber or any third party, through or to (a) the Subscriber's credentials used to access the Subscribed Products; and (b) the Subscribed Products and/or information derived therefrom;
- manage identification, use, access, and control of all credentials used to access the Subscribed Products in an appropriately secure manner, including, but not limited to, by:

- limiting access to and use of the Subscribed Products to Authorized Users and notifying all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
- issuing any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulging any passwords or credentials to any third party, and notifying all Authorized Users not to divulge any passwords or credentials to any third party; and
- providing true, complete, and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by the Subscriber (including, if requested by Elsevier, written confirmation by the relevant third-party internet service provider) and proactively informing Elsevier of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber.
- without undue delay, deactivate any credentials when no longer needed or where access presents a security risk;
- implement appropriate policies and procedures to seek to ensure that all use of the Subscribed Products is for its legitimate business purposes and in compliance with all terms and conditions herein:
- implement and maintain its own appropriate program for credentials management and will use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to the Subscriber by Elsevier from time to time in writing;
- on an appropriate basis, review access to the Subscribed Products by its passwords
 or credentials used to access the Subscribed Products to ensure that such access
 was in compliance with all terms and conditions herein; 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 unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof. The Subscriber will be responsible for the adherence to the terms and conditions of this Agreement by a third-party provider the Subscriber engages, in particular, if such third-party provider supplies and manages IP addresses.

3.3 *Security Requirements.*

The Subscriber agrees that the Subscriber will have in place documented policies and procedures, which may be reviewed, covering the administrative, physical, and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction, and control of information. The Subscriber will promptly notify Elsevier if it determines that there has been a breach of such safeguards if such breach results in a compromise of any information provided hereunder and cooperate with Elsevier's reasonable requests surrounding such breach including taking appropriate steps to end such activity and to prevent any recurrence.

SECTION 4. FEES AND PAYMENT TERMS.

The Subscriber will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within net thirty (30) days of receipt of an invoice for the Fees due for first year of the Term and, thereafter, within net thirty (30) days following receipt of an invoice for the Fees due for the following years of the Term. In addition to other remedies provided in this Agreement, Elsevier reserves the right to suspend access to the Subscribed Products upon thirty (30) days' prior written notice and without incurring liability if the full amount of any Elsevier invoice hereunder has not been paid within the agreed payment deadline. The suspension of the Subscriber's access for non-payment is without prejudice to the Subscriber's obligation to pay its outstanding and future invoice amounts in full. Elsevier and the Subscriber acknowledge that the Fees payable under this Agreement are not in the nature of royalties and consequently no withholding tax should be applied to the Fees. 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, unless Subscriber provides a valid tax exemption certificate to Elsevier.

SECTION 5. DURATION.

5.1 *Term*.

The term of this Agreement will commence on 1 January 2022 and continue through and including 31 December 2024 ("Initial Term").

5.2 Renewal.

After the Initial Term, this Agreement may be renewed upon mutual agreement of the parties in writing for additional one-year term(s) (a "Renewal Term"), subject to payment of the Fees for the applicable year(s) as set forth in Schedule 1. The parties will communicate their intention to renew or to not renew in writing no later than ninety (90) days prior to the end of the then current Term. The Initial Term and each Renewal Term are collectively the "Term."

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, allocated 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, nor 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.

Notwithstanding anything to the contrary in this Agreement, to the extent permitted by the Virginia Tort Claims Act, § 8.01-195.1, et. seq. of the Code of Virginia, as amended, and other applicable statutes relating to claims against the Commonwealth of Virginia or its agencies, Subscriber shall be liable only for the negligent acts or omissions of its officers, employees, and agents. Nothing contained in this Agreement shall constitute a waiver of the sovereign immunity of Subscriber or the Commonwealth of Virginia. The total cumulative liability of the Commonwealth of Virginia, its officers, employees and agents in connection with this Agreement or in connection with any goods, services, actions, or omissions relating to this Agreement, shall not under any circumstance exceed any applicable statutory limits on liability of the Commonwealth of Virginia.

SECTION 7. ACCESSIBILITY COMPLIANCE

As of the effective date of this Agreement, the Subscribed Products conform to the completed Voluntary Product Accessibility Template ("VPAT"), provided to the Subscriber by Elsevier, which details features of the product that support compliance with the US federal Section 508 standards for accessibility. In the event that the Subscribed Products or any of its contents are not accessible to an Authorized User with disabilities, the Subscriber may request that Elsevier promptly make needed accessibility modifications. Should Elsevier decline to make such modifications, the Subscriber shall have the right to modify or copy the contents of the Subscribed Products in order to make them compliant, accessible, and useable by Authorized Users with disabilities.

SECTION 8. GENERAL.

8.1 Force Majeure.

Neither party's delay or failure to perform any provision of this Agreement (other than payment obligations) 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) that prevents it from fulfilling its obligations under this Agreement (any such circumstances being "Force Majeure") will be deemed a breach of this Agreement. Notwithstanding the foregoing, a party's financial inability to perform its obligations will in no event constitute a Force Majeure. For clarity, to the extent that an event of Force Majeure limits Subscriber's access to necessary payment data and systems, Subscriber may delay payment for a reasonable time.

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 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

Elsevier enters into terms of use agreements or understandings, whether electronic, click-through, verbal or in writing, with Subscriber employees, Authorized Users, or other Subscriber end users, such agreements shall be null, void, and without effect.

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, except for changes reflecting substituted titles, IP addresses, authentication mechanisms, invoicing and contact address details which may be confirmed by Elsevier in an email notice sent to the Subscriber.

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.

To the extent that the Subscriber provides to Elsevier any access to "education records" subject to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g et seq., and its implementing regulations ("FERPA"), Elsevier will be designated as a "school official" with "legitimate educational interests" in using such "education records," as those terms are defined under FERPA, and will comply with its obligations under FERPA. Elsevier will not, without the prior written consent of the Subscriber, use any personal data of any Authorized Users received from the Subscriber under this Agreement for any purpose other than as described in this Agreement or transfer such information 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. To the extent that Authorized Users provide any personal data to Elsevier during account registration or otherwise, the Subscriber acknowledges that such information will be collected, used, and disclosed by Elsevier in accordance with the Elsevier privacy policy applicable to the Subscribed Products and subject to applicable privacy and data protection laws and regulations.

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., 230 Park Avenue, Suite 800, New York, NY 10169, USA.

If to the Subscriber: 910 W Franklin St, Richmond, VA 23284, with a copy to 901 Park Avenue, Richmond, VA 23284-2033

8.8 *Compliance with Laws*.

Each party will comply with all applicable laws and regulations relating to its duties and obligations under this Agreement. Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is prohibited from receiving such access based on any applicable export control and trade sanctions laws or embargo programs.

During the performance of this Agreement the following two provisions apply: (1) Elsevier will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Elsevier. Elsevier agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Elsevier, in all solicitations or advertisements for employees placed by or on behalf of Elsevier, will state that Elsevier is an equal opportunity employer; and (2) Elsevier agrees to (a) provide a drug-free workplace for Elsevier's employees; (b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Elsevier's

workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all solicitations or advertisements for employees placed by or on behalf of Elsevier that Elsevier maintains a drug-free workplace; and (d) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

8.9 *Standard Registration*.

As a registered vendor in eVA and RealSource, Elsevier is responsible for the security of its portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of its account. Subscriber will not be responsible for a third party's fraudulent collection of Subscriber's payments due to Elsevier's failure to update or protect its account information. Elsevier certifies that it will remain registered in eVA and RealSource during the Term of this Agreement.

8.10 Governing Law.

This Agreement shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to choice of law principles. To the extent any provision of the Agreement is prohibited by Virginia law, or is otherwise not authorized by Virginia law due to Subscriber's status as an agency of the Commonwealth of Virginia, such provision is null, void, and unenforceable. Subscriber does not waive any rights, claims, remedies, or defenses it may have under Virginia law as an agency of the Commonwealth of Virginia. All disputes arising under this Agreement shall be brought before a court of competent jurisdiction located in Richmond, Virginia. Subscriber does not waive its right to a trial by jury.

8.11 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 last written below.

VIRGINIA COMMONWEALTH UNIVERSITY (Subscriber)

Name:					
Title:					
Date:					
ELSE' (Elsev	VIER B.V. ier)				
Name:	Gino Ussi				
Title:	Executive	Vice President	Research	Solution S	Sales
Date:					

No. 1-20232378179

ELSEVIER SUBSCRIPTION AGREEMENT Schedule 1 Subscribed Products/Access/Fees

VIRGINIA COMMONWEALTH UNIVERSITY

No. 1-20232378179

Subscribed Products – publisher	Access	2022	2023	2024
ScienceDirect® online – Elsevier B.V.	sciencedirect.com			
• Total Electronic Subscription		\$1,956,967.61	\$1,984,768.00	\$2,024,463.36
Total Subscription Turnover		\$1,956,967.61	\$1,984,768.00	\$2,024,463.36
• Electronic Subscription Fee (13 % discounted)		\$1,702,561.70	\$1,728,100.13	\$1,762,662.13
• Content Fee 8 %		\$156,557.34	\$158,905.70	\$162,083.81
Transferred Titles Fee		\$34,602.67	\$35,121.71	\$35,824.14
•Complete Freedom Collection Fee		\$29,515.68	\$29,958.42	\$30,557.58
The Lancet Diabetes & Endocrinology		\$2,970.53	\$3,015.09	\$3,075.39
The Lancet Psychiatry		\$2,864.44	\$2,907.41	\$2,965.55
The Lancet Gastroenterology & Hepatology		\$2,781.29	\$2,823.01	\$2,879.47
Cell Press Collection Fee		\$29,578.32	\$30,021.99	\$30,622.43
Clinics Collection Fee		\$4,605.43	\$4,674.51	\$4,768.00
Elsevier Book Series / Handbook Series				
(2012-)				
-Life Sciences		\$20,288.51	\$20,592.84	\$21,004.69
-Methods in Enzymology		\$6,301.38	\$6,395.90	\$6,523.82
-Advances in Carbohydrate Chemistry and		\$340.63	\$345.74	\$352.65
Biochemistry -Advances in Computers		\$712.85	\$723.54	\$738.01
-Advances in Inorganic Chemistry		\$360.93	\$366.34	\$373.67
-Advances in Organometallic Chemistry		\$566.22	\$574.71	\$586.21
-Advances in Imaging and Electron Physics		\$1,630.98	\$1,655.44	\$1,688.55
-Advances in Heterocyclic Chemistry		\$639.53	\$649.12	\$662.11
-Advances in Quantum Chemistry		\$332.73	\$337.72	\$344.48

-The Alkaloids: Chemistry and Biology	\$327.11	\$332.02	\$338.66
-Advances in Physical Organic Chemistry	\$321.45	\$326.27	\$332.80
-Annual Reports in Medicinal Chemistry	\$231.23	\$234.70	\$239.39
-Psychology	\$1,353.50	\$1,373.80	\$1,401.28
-Semiconductors and Semimetals	\$658.70	\$668.58	\$681.95
-Solid State Physics	\$380.10	\$385.80	\$393.52
Elsevier Masson Collection Fee	\$1,901.68	\$1,930.21	\$1,968.81
TOTAL FEES	\$2,002,384.93	\$2,032,420.70	\$2,073,069.12

Journal Collection(s)

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

Transaction Fee

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ELSEVIER SUBSCRIPTION AGREEMENT Schedule 1.1 Journal Subscription

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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.

Third Party Publisher Journal(s): Electronic access to the full text of articles from the non-Elsevier journal titles identified on Annex B to Schedule 1.1.

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Option to Substitute or Refund Withdrawn Subscribed Titles

The Subscriber may substitute any withdrawn Subscribed Titles 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 Titles for the remainder of the Term.

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Annex A to Schedule 1.1 Subscribed Titles

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Product ID	ISSN	Subscribed Title (online only)
07802	1876-2859	Academic Pediatrics
13351	1076-6332	Academic Radiology
00486	0361-3682	Accounting, Organizations and Society
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
01001	1359-1789	Aggression and Violent Behavior
07500	0741-8329	Alcohol
13240	0002-8703	American Heart Journal
13226	0735-6757	American Journal of Emergency Medicine
13170	0196-6553	American Journal of Infection Control
13229	0272-6386	American Journal of Kidney Diseases
13246	0002-9378	American Journal of Obstetrics & Gynecology
07582	0002-9394	American Journal of Ophthalmology
13027	0889-5406	American Journal of Orthodontics and Dentofacial
		Orthopedics
07689	0749-3797	American Journal of Preventive Medicine
04263	1472-0299	Anaesthesia and Intensive Care Medicine
09011	2352-5568	Anaesthesia Critical Care & Pain Medicine
09011	2352-5568	Anaesthesia Critical Care & Pain Medicine
12002	0003-2697	Analytical Biochemistry
05138	FS00-5138	Analytica Chimica Acta with Vibrational Spectroscopy
05137	0003-2670	Analytica Chimica Acta
05190	0924-2031	Vibrational Spectroscopy
12602	0003-3472	Animal Behaviour
14037	1081-1206	Annals of Allergy, Asthma & Immunology
10030	0940-9602	Annals of Anatomy
13239	0196-0644	Annals of Emergency Medicine
07601	1047-2797	Annals of Epidemiology
00689	0160-7383	Annals of Tourism Research
13421	0890-5096	Annals of Vascular Surgery
05001	0166-3542	Antiviral Research
12633	0195-6663	Appetite
05141	FS00-5141	Applied Catalysis A & B
05139	0926-860X	Applied Catalysis A: General
05140	0926-3373	Applied Catalysis B: Environmental
13158	0897-1897	Applied Nursing Research
05093	0304-3770	Aquatic Botany
09014	0929-693X	Archives de Pédiatrie
12007	0003-9861	Archives of Biochemistry and Biophysics
00203	0003-9969	Archives of Oral Biology
13310	0003-9993	Archives of Physical Medicine and Rehabilitation
13191	0883-9417	Archives of Psychiatric Nursing
13049	0749-8063	Arthroscopy

05255 0004-3702 Artificial Intelligence 06077 1876-2018 Asian Journal of Psychiatry 08004 0021-9150 Atheroselerosis 04101 1036-7314 Australian Critical Care 05062 1566-0702 Autonomic Neuroscience: Basic and Clinical 04241 0005-7894 Behaviour Research and Therapy 05014 0166-4328 Behaviour Research and Therapy 12666 1521-6896 Best Practice & Research Clinical Anaesthesiology 12666 1521-6918 Best Practice & Research Clinical Anaesthesiology 12669 1521-6924 Best Practice & Research Clinical Haematology 12669 1521-6934 Best Practice & Research Clinical Rheumatology 12671 1521-6942 Best Practice & Research Clinical Rheumatology 07505 0006-291X Biochemical Pharmacology 05013 FS00-5013 Biochemical and Biophysica Acta: Bioenergetics 05003 0005-2728 Biochimica et Biophysica Acta: Bioenergetics 05003 0005-2728 Biochimica et Biophysica Acta: Biomembranes 05005 1874-9399 <t< th=""><th>Product ID</th><th>ISSN</th><th>Subscribed Title (online only)</th></t<>	Product ID	ISSN	Subscribed Title (online only)
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00339	0005-7916	Journal of Behavior Therapy and Experimental	
		Psychiatry	
00321	0021-9290	Journal of Biomechanics	
12017	1532-0464	Journal of Biomedical Informatics	
07687	0148-2963	Journal of Business Research	
07688	0883-9026	Journal of Business Venturing	
13271	1071-9164	Journal of Cardiac Failure	
13051	1053-0770	Journal of Cardiothoracic and Vascular Anesthesia	
05053	0891-0618	Journal of Chemical Neuroanatomy	
05160	FS00-5160	Journal of Chromatography A & B	
05158	0021-9673	Journal of Chromatography A	
05159	1570-0232	Journal of Chromatography B	
03052	0959-6526	Journal of Cleaner Production	
07690	0952-8180	Journal of Clinical Anesthesia	
07518	0895-4356	Journal of Clinical Epidemiology	

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13425	1933-2874	Journal of Clinical Lipidology
05021	1386-6532	Journal of Clinical Virology
07693	0021-9924	Journal of Communication Disorders
05054	0168-3659	Journal of Controlled Release
12735	1010-5182	Journal of Cranio-Maxillofacial Surgery
00366	0047-2352	Journal of Criminal Justice
13066	0883-9441	Journal of Critical Care
05200	0022-0248	Journal of Crystal Growth
05437	1569-1993	Journal of Cystic Fibrosis
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07697	1056-8727	Journal of Diabetes and its Complications
05389	0167-2681	Journal of Economic Behavior & Organization
05390	0165-1889	Journal of Economic Dynamics and Control
05289	0167-4870	Journal of Economic Psychology
06014	1572-6657	Journal of Electroanalytical Chemistry
13270	0022-0736	Journal of Electrocardiology
13165	0099-1767	Journal of Emergency Nursing
14027	0099-2399	Journal of Endodontics
12064	0095-0696	Journal of Environmental Economics and Management
13023	1532-3382	Journal of Evidence-Based Dental Practice
12065	0022-1031	Journal of Experimental Social Psychology
06015	0304-405X	Journal of Financial Economics
12734	1752-928X	Journal of Forensic and Legal Medicine
12772	1879-4068	Journal of Geriatric Oncology
14016	0894-1130	Journal of Hand Therapy
05393	0167-6296	Journal of Health Economics
08145	0168-8278	Journal of Hepatology
12637	0195-6701	Journal of Hospital Infection
05055	0022-1759	Journal of Immunological Methods
07711	0162-0134	Journal of Inorganic Biochemistry
00231	0022-1910	Journal of Insect Physiology
07816	1094-9968	Journal of Interactive Marketing
05395	0022-1996	Journal of International Economics
18798	2405-4526	Journal of Interprofessional Education & Practice
05470	0164-0704	Journal of Macroeconomics
05203	0304-8853	Journal of Magnetism and Magnetic Materials
13026	0161-4754	Journal of Manipulative and Physiological Therapeutics
13431	1939-8654	Journal of Medical Imaging and Radiation Sciences
05163	0376-7388	Journal of Membrane Science
05058	0167-7012	Journal of Microbiological Methods
13372	1553-4650	Journal of Minimally Invasive Gynecology
12614	0022-2828	Journal of Molecular and Cellular Cardiology
12615	0022-2836	Journal of Molecular Biology
07721	1093-3263	Journal of Molecular Graphics and Modelling
05171	FS00-5171	Journal of Molecular Structure with THEOCHEM
05164	2210-271X	Computational and Theoretical Chemistry
05170	0022-2860	Journal of Molecular Structure
05398	0304-3932	Journal of Monetary Economics
05060	0165-5728	Journal of Neuroimmunology
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05204	0022-3093	Journal of Non-Crystalline Solids
13410	1499-4046	Journal of Nutrition Education and Behavior

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06019	0022-328X	Journal of Organometallic Chemistry
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13162	0882-5963	Journal of Pediatric Nursing
13069	0022-3468	Journal of Pediatric Surgery
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13187	1089-9472	Journal of PeriAnesthesia Nursing
05173	0731-7085	Journal of Pharmaceutical and Biomedical Analysis
07726	1056-8719	Journal of Pharmacological and Toxicological Methods
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13189	8755-7223	Journal of Professional Nursing
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06023	0047-2727	Journal of Public Economics
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12081	0092-6566	Journal of Research in Personality
07427	0022-4359	Journal of Retailing
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00679	0022-4375	Journal of Safety Research
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07543	0271-5317	Nutrition Research
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13065	1048-6666	Omega Operative Techniques in Orthopaedics
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13097	1043-1810	Operative Techniques in Otolaryngology - Head and
07505	0161-6420	Neck Surgery
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01015	FS00-1015	Space Research Package		
17057	2214-5524	Life Sciences in Space Research		
00587	1752-9298	Space Research Today		
	0273-1177	Advances in Space Research		
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17057	2214-5524	Life Sciences in Space Research		
05184	1386-1425	Spectrochimica Acta Part A: Molecular and		
0.51.0.5	0504.0547	Biomolecular Spectroscopy		
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07764	0039-128X	Steroids		
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13087	0039-6060	Surgery		
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05187	0039-9140	Talanta		
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00942	0040-4020	Tetrahedron		
00233	0040-4039	Tetrahedron Letters		
07586	0002-9149	The American Journal of Cardiology		
14116	1064-7481	The American Journal of Geriatric Psychiatry		
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14039	0002-9440	The American Journal of Pathology		
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07610	0003-4975	The Annals of Thoracic Surgery		
00833	0197-4556	The Arts in Psychotherapy		
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07418	0099-1333	The Journal of Academic Librarianship		
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13136	0363-5023	The Journal of Hand Surgery		
07583	1053-2498	The Journal of Heart and Lung Transplantation		
07457	0732-3123	The Journal of Mathematical Behavior		
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07714	0955-2863	The Journal of Nutritional Biochemistry		
13249	0022-3476	The Journal of Pediatrics		
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03061	0968-0160	The Knee		
02284	0140-6736	The Lancet		
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04262	1871-5192	Women and Birth
07779	1049-3867	Women's Health Issues
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07765	1878-8750	World Neurosurgery

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13437	0006-3495	Biophysical Journal	
07595	1535-6108	Cancer Cell	
07590	0092-8674	Cell	
02215	2451-9456	Cell Chemical Biology	
07703	1931-3128	Cell Host & Microbe	
13368	1550-4131	Cell Metabolism	
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17058	2215-0366	The Lancet Psychiatry	
18342	2468-1253	The Lancet Gastroenterology & Hepatology	

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13202	0006-4971	Blood	
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18105	1198-743X	Clinical Microbiology and Infection	
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