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Contract form for supply of products to consortia of academic institutions

The Chancellor, Masters, and Scholars of the University of Cambridge acting through its department Cambridge University Press having its principal office at University Printing House, Shaftesbury Road, Cambridge, CB2 8BS, United Kingdom ("Licensor") agrees to supply the Consortium named below ("Licensee") certain online products on the terms set out in this contract form and the current "Licence Terms for Consortia", as attached.

Licensee		
Consortium Name		Contact
Name	UNIT	Nils Benjamin Wheeler Andenas
Address	Direktoratet for IKT og fellestjenester i høyere utdanning og forskning Abelsgate 5, Teknobyen, 7030 Trondheim, Norway	
Telephone	+47 2284 1850	
Email	postmottak@unit.no	nils.andenas@unit.no

Subscription Products

	Package Name	Subscription Period	Annual Subscription Fees
1	2020 Cambridge Journals Online (Full Package)	1 st January to 31 st December 2020	£215,250 (£161,437 to read the Subscription Products and £53,812 to publish in the Subscription Products).

Other

Other terms
<p>If more than 10 % of the journals eligible for open access publishing are excluded from the agreement, the parties can renegotiate the agreement.</p> <p>An annual price increase of 5% applies to year two and three of the agreement.</p> <p>Opt-out clause: Participating Member Institutions have the possibility to opt out during the term of the Agreement. Notice of such a decision must reach the Publisher by 1 December at the latest for implementation at the commencement of the next calendar year. In this case a member institution's consortium participant fee will be deducted from the invoice. Once the cumulative value of opted-out institution(s) represents more than 20% of the 2020 Read & Publish value, the Publisher reserves the right to renegotiate the terms of the agreement. If in 2022, the cumulative value year used would be the 2021 Read & Publish value.</p> <p>Opt-in clause: Additional institutions may become participants in the Agreement at the commencement of each calendar year. If members wish to join during the course of the year, we will apply a pro-rata price for the Publishing Fee. For members joining in 2021 or 2022, the same principles apply but moved forward depending on the year they wish to join. For example, if a member wishes to join in 2021, we will use the 2020 holdings value and apply the same calculations as described for 2019 but then using the 2020 Full Collection Value to calculate the Access Fee.</p> <p>The definition of Authorised Users shall be replaced with the following:</p> <p>(i) any current student or member of staff of Consortium Member who is authorised by a Consortium Member to access the Secure Network; (ii) any individual granted temporary permission by a Consortium Member to access the Secure Network whilst on its premises (iii) staff at a university hospital affiliated with a Consortium Member who are authorised by a Consortium Member to access the Secure Network;</p> <p>Clause 9.3 shall be deleted and replaced with the following:</p>

9.3 Licensee shall pay the Fees within 60 days of the date of invoice unless different payment provisions are set out in the invoice. Without prejudice to any other right or remedy that Licensor may have, where Licensee fails to pay the Fees and any VAT or other applicable sales tax on the due date, Licensor shall be entitled to:

A new clause 13.2 shall be added, as follows:

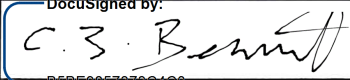

Clause 13.1 shall not prevent the disclosure of information if such disclosure is pursuant to the Norwegian Act of 19 May 2006 relating to the Right of Access to Documents in the Public Administration (Freedom of Information Act). Licensee shall notify Licensor prior to the disclosure of such information unless prohibited to do so by Norwegian law. The Licensee's confidentiality obligation under this Clause 13 will not be more extensive than as laid down by the Norwegian Act of 10 February 1967 relating to the Procedure in Cases concerning Public Administration (the Public Administration Act).

The following clauses in the License Terms for Consortia shall be amended:
 Clause 14.11 shall be replaced with the following:

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is subject to English Law. The parties submit to the non-exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claim).

For a list of Consortium Members and associated IP address ranges see Schedule 1.
 For individual Product title list see Schedule 2.
 For OA Check list see Schedule 3.
 For Green OA policy see Schedule 4

The Licensee confirms that it has read and agrees to the terms set out in this Contract Form and the attached "Licence Terms for Consortia".

Signed for and on behalf of		
	Licensor	Licensee
Signature	DocuSigned by: 	
Print Name	B5BE9857373C4C0... Chris Bennett	Frode Arntsen
Date	02 March 2020 6:55 AM PST	27 Feb 2020

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