



Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
Jan 10, 2025	AB0988346	0
Contact instructions for questions regarding this Purchase Order: If Buyer Contact information is listed below, please contact the Buyer. If not, please contact the Customer.		
Buyer Contact:		
Buyer	Buyer Email	Buyer Phone Number
kak - Kanevsky, Kristina	kkanevsky@tamu.edu	979.458.8127
Customer Contact:		
Name:	TAMU ORDERING DEPT 02-LIBR	
Email:	sdever@library.tamu.edu	
Phone:	+1 979-458-4071	

Sales Tax Exemption

Texas A&M University is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of Texas A&M.

The laws of the State of Texas shall govern this Purchase Order.

Member of the Texas A&M University System.

Order acceptance instructions:

For Order Acceptance Instructions and other Terms and Conditions applicable to this PO, see the "Notes to Supplier" section below.

Supplier Information		Delivery Information	
Supplier Name	NRC RESEARCH PRESS CANADIAN SCIENCE PUBLISHING DBA	Delivery Address	
Address	1840 WOODWARD DR STE 1 OTTAWA ON K2C 0P7, Canada	TAMUS Member:	02-Texas A&M University (02)
FOB / FREIGHT	Destination	Attn	Eric Hartnett
Pre-Pay & Add	No	TAMU Libraries	
Payment Terms	0, Net 30	Evans Library Annex-Receiving Dept	
Contract Number - Header	C25-02-15827	400 Spence St	
Contract Number - Line	no value	5000 TAMU	
Quote number		College Station, TX 77843	
		United States	
		Delivery Information	
		Required Delivery Date	
		Ship Via	Best Carrier-Best Way

Notes to Supplier

Shipping Instructions

Note to Supplier As per fully executed contract C25-02-15827

Attachments for supplier

LIBR - Canadian S...

PO Clauses

Header	Code	Description	Text
	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	100	Order Acceptance Instructions - TAMU	Vendor guarantees that the products delivered, or the services performed, as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by Texas A&M's Department of Procurement Services in writing prior to shipping or performance. This Purchase Order is governed by the laws of the State of Texas and Texas A&M's Terms & Conditions (the version that is effective as of the Purchase Order Date or the Revision Date specified above, whichever is later), which are incorporated into and made a material part of any Purchase Order issued by Texas A&M.
	102	Terms & Conditions - TAMU	Terms & Conditions - Texas A&M University -This purchase order is issued on behalf of Texas A&M University and is governed by the Terms & Conditions found online: http://purchasing.tamu.edu/_media/tamu-bid-terms1.pdf

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 3	FY25 - CSP Journals and Read & Publish 2025-2027	na	EA	20,210.00 USD	1 EA	20,210.00 USD
2 of 3	FY26 - CSP Journals and Read & Publish 2025-2027	na	EA	20,991.00 USD	1 EA	20,991.00 USD
3 of 3	FY27 - CSP Journals and Read & Publish 2025-2027	na	EA	21,802.00 USD	1 EA	21,802.00 USD
Total						63,003.00 USD

Billing Information	Billing Address
<p>To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the "Billing Address" section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail vendorhelp@tamu.edu.</p> <p>Invoice must include the PO/Reference number shown above.</p>	<p>Texas A&M University-Accounts Payable ***Do Not Mail Invoices*** Email invoices to invoices@tamu.edu 750 Agronomy Rd Suite 3101 6000 TAMU College Station, TX 77843-6000 United States</p>

TEXAS A&M UNIVERSITY & CANADIAN SCIENCE PUBLISHING READ AND PUBLISH AGREEMENT

AGREEMENT TERMS

Preamble

With the signing of this agreement, Canadian Science Publishing (CSP) and Texas A&M University codify the terms of their first Read and Publish Agreement (RPA).

Read and Publish Overview

Under the RPA, the “read” portion provides full reading access to CSP’s suite of 19 hybrid subscription journals.

The “publish” portion enables unlimited open access publishing by default in CSP’s hybrid subscription journals for corresponding authors affiliated with Texas A&M University. Beginning January 1st, 2025, open access will be implemented as the default option for all articles submitted by Texas A&M University corresponding authors.

For a full list of CSP’s hybrid journals, please see Appendix 1.

Term

The RPA contract is for a 3-year period, January 1, 2025, to December 31, 2027. This term is considered a pilot period to monitor the success of the RPA in terms of publishing output across the journals.

Reporting

CSP will provide regular article-level reports of Texas A&M University publishing activity in a mutually agreeable format, following appropriate standards, to ensure proper accounting and administration of the RPA.

Fee structure

Under the RPA, there is a 3.9% annual price increase in addition to a \$200 administrative fee over the three-year pilot period.

Year	RPA Total (\$ USD)
2025	\$20,210
2026	\$20,991
2027	\$21,802


Author workflow

CSP uses ScholarOne as their manuscript submission and peer-review platform. Corresponding authors from Texas A&M University will enter their affiliation information during the submission process and be prompted to indicate their eligibility for the agreement. If the article is accepted for publication, the article will be published as open access, with CC BY 4.0 as the default license choice.

Signatures

DocuSigned by:

 6741E241C2F2401...
 Robert C. Bounds
 Exec. Director, Procurement Services
 Texas A&M University

Signed by:

 7F4233857CAA4D9...
 Elaine Stott, Chief Executive Officer, Canadian Science Publishing
 123 Slater Street, Suite 610, Ottawa ON K1P 5H2 Canada

APPENDIX: CSP JOURNAL TITLES INCLUDED IN THE RPA

Hybrid Subscription Journals

- *Applied Physiology, Nutrition, and Metabolism*
- *Biochemistry and Cell Biology*
- *Botany*
- *Canadian Geotechnical Journal*
- *Canadian Journal of Animal Science*
- *Canadian Journal of Chemistry*
- *Canadian Journal of Civil Engineering*
- *Canadian Journal of Earth Sciences*
- *Canadian Journal of Fisheries and Aquatic Sciences*
- *Canadian Journal of Forest Research*
- *Canadian Journal of Microbiology*
- *Canadian Journal of Physics*
- *Canadian Journal of Physiology and Pharmacology*
- *Canadian Journal of Plant Science*
- *Canadian Journal of Soil Science*
- *Canadian Journal of Zoology*
- *Environmental Reviews*
- *Genome*
- *Transactions of the Canadian Society for Mechanical Engineering*

Canadian Science Publishing
Read and Publish Agreement

SECTION A: PREAMBLE

THIS LICENSE IS AGREED the 12th day of April, 2024
BETWEEN

CANADIAN SCIENCE PUBLISHING, of 123 Slater Street, Suite 610, Ottawa ON K1P 5H2
Canada ("the Publisher")

and

Texas A&M University, a member of The Texas A&M University System, an agency of the state
of Texas of 5000 TAMU College Station, TX 77843-5000, USA ("the Licensee")

WHEREAS the Publisher holds the rights granted under this License

AND WHEREAS the Licensee desires to use the rights and the Publisher desires to grant to the
Licensee the license to use the rights for the Fee, subject to the terms and conditions of this
License. With the signing of this agreement, the Licensee and the Publisher codify the terms of the
Read and Publish Agreement (RPA).

IT IS AGREED AS FOLLOWS: -

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In this License, the following terms shall have the following meanings:

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8.1.2 use reasonable endeavours to notify Authorised Users of the terms and conditions of this License and take steps to protect the Licensed Materials from unauthorised use or other breach of this License;

8.1.3 use reasonable endeavours to monitor compliance and immediately upon becoming aware of any unauthorised use or other breach, inform the Publisher and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;

8.1.4 provide the Publisher, within 30 days of the date of this Agreement, with information sufficient to enable the Publisher to provide access to the Licensed Material in accordance with its obligation under clause 7.2.3. Should the Licensee make any significant change to such information, it will notify the Publisher not less than ten (10) days before the change takes effect.

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- 8.3 The Licensee shall, in consideration for the rights granted under this License, pay the Fee within thirty (30) days of receipt of invoice and, if applicable, within thirty (30) days of receipt of invoice relating to each subsequent Subscription Period and receipt of such payment shall be a condition of this License coming into effect. Licensee's payment shall be made in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment. For the avoidance of doubt, the Fee shall be exclusive of any sales, use, value added or similar taxes and the Licensee shall be liable for any such taxes in addition to the Fee.

9. UNDERTAKINGS BY BOTH PARTIES

- 9.1 Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.

SECTION C: PUBLISH PORTION OF THE AGREEMENT

10. PUBLISH PORTION

10.1 The “publish” portion enables unlimited open access publishing by default in CSP’s hybrid subscription journals for corresponding authors affiliated with the Licensee.

10.1.1 Open access will be implemented as the default option for all articles submitted by corresponding authors affiliated with the Licensee and accepted for publication during the term of the agreement

10.1.2 All article types are included in the agreement, including standard research articles, review articles, and brief article types.

10.2 The Publisher’s list of hybrid journals appears in Schedule 1.

10.3 Article Submission Process

a. The submitting author must submit their article using the Publisher’s online submission system.

b. During submission, the submitting author is responsible for

i. entering information about the article (e.g., article type, title, abstract, keywords, inclusion in a collection),

ii. uploading all article and supplementary files,

iii. providing complete and accurate information about each author (institutional email addresses, full names, contributions to the article using the CRediT taxonomy, and institutional affiliations),

iv. answering mandatory questions related to funding, publishing ethics, and research integrity, and

v. confirming that article files convert correctly into a PDF proof before completing submission.

10.4 Eligible Corresponding Author identification

10.4.1 During the submission of the article, the submitting author is responsible for correctly identifying the institutional affiliation of all authors, identifying the corresponding author, and providing institutional email addresses

10.4.2 The Publisher’s submission system provides submitting authors with Ringgold-suggested institutional affiliations. The submitting author is responsible for selecting the appropriate match for each author.

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- iii. host information relating to the open access publishing opportunities it offers on the Publisher's website; and
- iv. facilitate eligible retroactive open access publishing

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- ii. name of the Licensee
- iii. Funder, if provided by author
- iv. date of acceptance of accepted article
- v. date of publication (once published)
- vi. journal title
- vii. ISSN/E-ISSN
- viii. accepted article title
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SECTION D: GENERAL TERMS

15. FEE STRUCTURE

- 15.1 Under the RPA, there is a 3.9% annual price increase in addition to a \$200 administrative fee over the three-year pilot period.
- 15.2 Licensee’s payment shall be made in accordance with Chapter 2251, Texas Government Code (the “Texas Prompt Payment Act”), which shall govern remittance of payment and remedies for late payment and non-payment.
- 15.3 Performance by Licensee under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, Licensee will issue written notice to Publisher and Licensee may terminate this Agreement without further duty or obligation hereunder. Publisher acknowledges that appropriation of funds is beyond the control of Licensee. In the event of a termination or cancellation under this Section, Licensee will not be liable to Publisher for any damages that are caused or associated with such termination or cancellation.
- 15.4 The pricing structure is as follows:

Year	RPA Total (\$ USD)
2025	\$20,210
2026	\$20,991
2027	\$21,802

16. TERM AND TERMINATION

- 16.1 The RPA contract is for a 3-year period, January 1, 2025 to December 31, 2027. This term is considered a pilot period to monitor the success of the RPA in terms of publishing output across the journals.
- 16.2 In addition to automatic termination (unless renewed) under clause 2.2, this License shall be terminated:
 - 16.3.1 if the Licensee wilfully defaults in making payment of the Fee as provided in this Licence and fails to remedy such default within thirty (30) days of notification in writing by the Publisher;
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- 17.5 Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the

force majeure event(s) and the actions taken to minimize the impact of such event(s).

- 17.6 The invalidity or un-enforceability of any provision of this License shall not affect the continuation or enforceability of the remainder of this License. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.
- 17.7 Either party's waiver, or failure to require performance by the other, of any provision of this License will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.
- 17.8 Publisher understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Publisher agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Publisher will include this provision in all contracts with permitted subcontractors.
- 17.9 Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Publisher agrees that any payments owing to Publisher under this Agreement may be applied directly toward certain debts or delinquencies that Publisher owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- 17.10 To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Licensee and Publisher to attempt to resolve any claim for breach of contract made by Publisher that cannot be resolved in the ordinary course of business. Publisher shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of Licensee, who shall examine Publisher's claim and any counterclaim and negotiate with Publisher in an effort to resolve the claim. This provision and nothing in this Agreement waives Licensee's sovereign immunity to suit or liability, and Licensee has not waived its right to seek redress in the courts.
- 17.11 Publisher acknowledges that Licensee is responsible to ensure that all the electronic and information resources comply with the accessibility requirements set forth in Title 1, Chapters 206 and 213 of the Texas Administrative Code and Title II of the Americans with Disabilities Act. Publisher is committed to improving the accessibility of its goods and services in accordance with the technical standards set forth in the Web Content Accessibility Guidelines 2.1, level AA (available at <http://w3.org/TR/WCAG21>), as published by the Web Accessibility Initiative of the World Wide Web Consortium. If Licensee encounters an accessibility issue, Licensee shall promptly notify Publisher and Publisher shall promptly respond to and use commercially reasonable efforts to resolve and remediate accessibility

deficiencies or concerns. In the event that Publisher fails or is unable to do so, Licensee may immediately terminate this Agreement, and Publisher will refund to Licensee all amounts paid by Licensee under this Agreement within thirty (30) days following the effective date of termination.

- 17.12 Each Party hereto shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.
- 17.13 If Publisher is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Publisher certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Publisher is exempt from the payment of franchise (margin) taxes.
- 17.14 Under Section 231.006, Texas Family Code, Publisher certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 17.15 Publisher certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, or any officer of Licensee or the A&M System, has a direct or indirect financial interest in Publisher or in the transaction that is the subject of the Agreement.
- 17.16 Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.
- 17.17 The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, nonperformance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against Licensee is to be in the county in which the principal office of Licensee's governing officer is located.
- 17.18 As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of Licensee to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Licensee's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on Licensee except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Agreement by Licensee nor any other conduct, action, or inaction

of any representative of Licensee relating to this Agreement constitutes or is intended to constitute a waiver of Licensee's or the state's sovereign immunity.

- 17.19 To the extent that pursuant to Subchapter F, Chapter 2252, Texas Government Code, is applicable to this Agreement, Publisher certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Publisher acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

18. CONFIDENTIALITY

- 18.1 The Licensee and its employees, officers, directors, and agents will maintain as confidential and not disclose to any non-affiliated third party without the Publisher's prior written consent or except as required by law the financial terms and commercial conditions of this Agreement.
- 18.2 Publisher acknowledges that Licensee is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Licensee's written request, and at no cost to Licensee, Publisher will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of Licensee to Licensee in a non-proprietary format acceptable to Licensee that is accessible by the public. Publisher acknowledges that Licensee may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and Publisher agrees that this Agreement can be terminated if Publisher knowingly or intentionally fails to comply with a requirement of that subchapter.

19. ACCEPTANCE OF TERMS AND CONDITIONS

- 19.1 Signing this Agreement constitutes acceptance by the Licensee of the terms and conditions contained herein. The Licensee warrants that it has read and understands this Agreement.

ACCEPTED:

I have read and agree to adhere to and abide by all the terms and conditions of this Agreement.

AS WITNESS the hands of the parties the day and year below first written

FOR THE PUBLISHER: CANADIAN SCIENCE PUBLISHING

Signed by:
Signature: Elaine Stott
7F4233857CAA4D9...

Name: Elaine Stott

Date: January 10, 2025 | 9:33:16 AM CST

Position / Title: Chief Executive Officer

FOR THE LICENSEE: TEXAS A&M UNIVERSITY

DocuSigned by:
Signature: Robert C. Bounds
6741E241C2F2401...

Name: Robert C. Bounds

Date: January 10, 2025 | 2:21:00 PM CST

Position / Title: Exec. Director, Procurement Services

SCHEDULE 1

LICENSED MATERIALS, AND ACCESS METHOD

THE LICENSED MATERIALS

Hybrid Subscription Journals

- Applied Physiology, Nutrition, and Metabolism
- Biochemistry and Cell Biology
- Botany
- Canadian Geotechnical Journal
- Canadian Journal of Animal Science
- Canadian Journal of Chemistry
- Canadian Journal of Civil Engineering
- Canadian Journal of Earth Sciences
- Canadian Journal of Fisheries and Aquatic Sciences
- Canadian Journal of Forest Research
- Canadian Journal of Microbiology
- Canadian Journal of Physics
- Canadian Journal of Physiology and Pharmacology
- Canadian Journal of Plant Science
- Canadian Journal of Soil Science
- Canadian Journal of Zoology
- Environmental Reviews
- Genome
- Transactions of the Canadian Society for Mechanical Engineering

ACCESS METHOD

Authentication via IP address

SCHEDULE 2

LIBRARY PREMISES

A schedule dated April 12th, 2024 to the License dated January 1st, 2025 between the Canadian Science Publishing and Texas A&M University.

List of addresses of the Licensee’s Library Premises, Domain Name(s) and IP addresses and/or ranges:

Class B Network: first two network numbers plus asterisks for host addresses, ie: 125.64..**

*Class C network: first three network numbers plus an asterisk for host address, ie: 125.64.133.**

Single station: all four numbers, ie 125.64.133.20; or ranges, ie 125.64.133.20-125.64.133.40

Library name & address	Domain name(s)	IP addresses/ranges
Texas A&M University 5000 TAMU College Station, TX 77843	tamu.edu	66.64.64.0 - 66.64.95.255 128.194.*.* 165.91.*.* 165.95.67.64-165.95.67.255 165.95.68.0-165.95.68.128 165.95.70.0-165.95.70.128 165.95.72.224-165.95.72.254 165.95.118.* 209.21.112.0 - 209.21.119.255

Network contact:

Telephone:
979-845-0797

Fax:

E-mail address:
ehartnett@library.tamu.edu