

BASIC ORDERING AGREEMENT BETWEEN

Springer Customer Service Center, LLC.

AND

Battelle Memorial Institute, Pacific Northwest Division, Management & Operating Contractor of the U.S.
Department of Energy's Pacific Northwest National Laboratory (PNNL)
On Behalf of ICPT for the Department of Energy

BASIC ORDERING AGREEMENT

No. PNNL-ICPT-BOA-2015-023

This Basic Ordering Agreement (BOA) between Springer Customer Service Center, LLC. (hereinafter referred to as "Seller") and Battelle Memorial Institute, Pacific Northwest Division (hereinafter referred to as "BMI") is entered into to provide products and services to DOE Contractors and authorized subcontractors in accordance with the following:

1. This Agreement includes all items distributed by Seller as indicated in the attached Statement of Work (SOW).
2. This Agreement is for the Department of Energy Contractors and authorized subcontractors (collectively herein after called "Contractor").

The parties agree that Contractors, may place orders under this BOA and receive the appropriate, discounted price. Each DOE Contractor shall place its own Orders under this Agreement and shall be direct-billed accordingly.

ARTICLE 1 - SCOPE OF WORK

All Orders placed hereunder shall reference BOA No. PNNL-ICPT-BOA-2015-023 and Contractor-specific release or order number as required.

The Seller agrees to furnish products described herein as Contractor may order during the term of this Agreement. The Seller's obligation to each Contractor shall become effective upon acceptance of particular orders issued under the Agreement.

ARTICLE 2 - DELIVERY/PAYMENT

The work specified in Article 1 shall be completed and delivered as follows:

- Payment Terms: Prompt payment discount or Net 30 days from receipt of a proper invoice. All payment obligations are subject to availability of appropriated funds by each Site, and
- Seller shall activate products no later than 5 business days after receipt of payment.

ARTICLE 3 - FIXED PRICES

The Contractor shall be entitled to purchase goods and services listed in the License Agreement (Attachment C) at the fixed prices identified therein. The prices are firm for the effective period of this Agreement, described in Article 1 above, Scope of Work, unless mutually agreed upon by Seller and Contractor.

By entering into this BOA, Seller warrants that the pricing stated herein is not greater than the published list prices for like quantities for the same or similar products or services under like conditions of sale. Seller agrees to refund any amount paid by any Contractor which exceeds the list price charged by the Seller to their government customers for like quantities of the same or similar products under like conditions of sale within one year from the date of the orders placed by the Contractors under this BOA.

ARTICLE 4 - MISCELLANEOUS UNDERSTANDINGS

1. Previous to this agreement, Los Alamos National Laboratory obtained access to Take-Overs (TOs) Journals. On-going access to these Journals will be grandfathered into this agreement.
2. Access to Journals, SpringerMaterials and eBook Packages by participating sites is permitted regardless of whether work is being done under federal or commercial funding.

ARTICLE 5 - PERIOD OF PERFORMANCE

1. Period of Performance 2016 is May 16, 2016 – December 31, 2016 (with continuous access to holdings during each subscription/calendar year subject to Section 3.4 of the Terms and Conditions)
2. Period of Performance 2017 is January 1, 2017 – December 31, 2017
3. Period of Performance 2018 is January 1, 2018 – December 31, 2018

ARTICLE 6 – REPORTING

Seller shall provide to the ICPT as requested a report showing the savings versus the list pricing on an annual basis for each participating library, or at the time of any new Participating Library(ies) joining this Agreement.

ARTICLE 7 – ATTACHMENTS

1. Seller License Agreement with License ID 21826 (includes Terms & Conditions)
2. Attachment A - Statement of Work dated May 2016
3. Attachment B - General Terms and Conditions for Commercial Items and Services DOE Contractors (06/12)
4. Completed Representations & Certifications dated _6/14/2016_ (incorporated by reference)

ARTICLE 8 - ORDER OF PRECEDENCE

In the event of an inconsistency in the documents contained herein, the following order of precedence applies:

1. Seller License Agreement with License ID 21826 (includes Terms & Conditions)
2. Attachment A - Statement of Work dated May 2016
3. Attachment B - General Terms and Conditions for Commercial Items and Services DOE Contractors (06/12)
4. Completed Representations & Certifications dated _6/14/2016_ (incorporated by reference)

ARTICLE 9 - ADMINISTRATIVE

BOA Procurement Agent's Address is as follows:

Ms. Kerry Bass, Contracts Manager
Pacific Northwest National Laboratory
MS J1-24
P.O. Box 999
Richland, WA 99352
O: (509) 371-7526
Kerry.Bass@pnnl.gov

BOA Sellers Administrator's Address is as follows:

Jessie Sims
Senior Account Manager
Canadian Government Accounts & US DOE
233 Spring Street, New York, NY 10013
O: (212) 460-1606 | C: (646) 856-7621
Jessie.Sims@Springer.com

ARTICLE 10 - SITE-SPECIFIC TERMS AND CONDITIONS

The Seller acknowledges that the Contractor may have requirements unique to its post, mission, and/or geographic location. Therefore, the Seller agrees that the Contractor placing an order under this BOA reserves the right to incorporate its own Site-Specific Terms & Conditions relative to Environmental Safety and Health considerations as well as FAR, DEAR, or other applicable regulations and laws.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of [Contractor's] signature date.

[SELLER]



BY: Springer Customer Service Center LLC

TITLE: President of Sales

DATE: 7/14/2016

[BMI]



BY:

Kerry Bass
Contracts Manager

DATE:

7/14/2016

Attachment A**STATEMENT OF WORK****Springer Published Content: Subscriptions and Purchases**

Springer Customer Service Center, LLC. ("Springer")

233 Spring Street, New York, NY 10013

May 2016

Introduction: The U.S. Department of Energy's national laboratories and sites are dedicated to tackling some of the nation's toughest problems. The system of DOE labs is a powerhouse of science and technology pushing the frontiers of scientific knowledge, translating discoveries into tools and technologies in science, energy, the environment, and national security.

Essential to DOE's mission and the success of the missions and visions of the laboratories is easy access to scholarly literature for their research and engineering staff. The information found within these publications, both contemporary and archival, is a crucial component to scientific discovery. This literature helps researchers produce technical products that have not only national but international impact, providing inspiration on new ideas, sharpening scientific results, identifying potential collaborators, and helping investigators change, narrow, or broaden the focus of their work.

Springer is a well-recognized publisher of scholarly literature. In 2014, the DOE national laboratories/sites downloaded more than 213K contemporary peer-reviewed journal articles from the Springer platform. Over the years, the libraries at the laboratories and sites have individually entered into contracts with Springer for print and electronic resources.

In January 2013, DOE's Integrated Contractor Purchasing Team, on behalf of the DOE national laboratories' and sites' libraries, entered into a three-year agreement with Springer Customer Service Center LLC for content and license fees for Journals, Springer Materials, and eBooks subject collections. Additionally, the agreement provided for opt-in/out subscriptions and purchases of: 1. Complimentary Book Series; 2. Take-Over Journals; 3. New-Start Journals; 4. Transfer Titles; and 5. Online Journal Archives. Leveraging the power of a single point of negotiation, each participating site was independently responsible for and separately paid costs directly to Springer or to a subscription agent designated by the Licensee.

The original period of performance of the ICPT agreement was January 1, 2013 – December 31, 2015. The DOE national laboratories' and sites' libraries judged this agreement to be successful and now would like to pursue a new multi-year agreement, with DOE's Integrated Contractor Purchasing Team negotiating on their behalf with Springer Nature.

Scope of Work: Provide content as outlined in the attached License Agreement.

Period of Performance:

1. Period of Performance 2016 is May 16, 2016 – December 31, 2016 (with continuous access to holdings during each subscription/calendar year subject to Section 3.4 of the Terms and Conditions)
2. Period of Performance 2017 is January 1, 2017 – December 31, 2017
3. Period of Performance 2018 is January 1, 2018 – December 31, 2018

Deliverables: Refer to attached Licensee Agreement for Deliverables.

Points of Contact:

- DOE ICPT Point of Contact (POC) is Kerry Bass, Pacific Northwest National Laboratory. kerry.bass@pnnl.gov, 509-371-7526
- Technical Administrator (TA) is Annanaomi Sams, Technical Library, Pacific Northwest National Laboratory. asams@pnnl.gov, 509-375-3349
- List of labs/sites, POCs and contact information – refer to License Agreement for Site POC information.

(end of Statement of Work)

Attachment B

GENERAL TERMS AND CONDITIONS FOR COMMERCIAL ITEMS AND SERVICES DOE CONTRACTORS (06/12)

1. DEFINITIONS

The following terms shall have the meanings below:

- a. Government means the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof.
- b. Seller means the person or organization that has entered into this Basic Ordering Agreement (BOA).
- c. Company means any DOE Contractor and authorized Subcontractor utilizing the BOA.
- d. Item means "commercial items or services" and "commercial component", as defined in FAR 52.202-1.
- e. Order means individual requests for Items or Services (hereinafter referred to as "Item") issued under this BOA.
- f. Authorized Subcontractor means a subcontractor holding an active subcontract issued by a DOE Contractor.
- g. BOA Procurement Representative means the person responsible for negotiating and administrating the BOA.
- h. Order Procurement Representative means the person responsible for negotiating and administration of the respective Order.
- i. Site Specific Terms and Conditions means those unique requirements of the Company issuing Orders under this BOA which will supplement these general terms and conditions.

2. ORDER OF PRECEDENCE

Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (1) Seller's documents, (2) item description, (3) face of the Order, (4) face of the BOA, and (5) the BOA general terms and conditions.

3. TITLE AND ADMINISTRATION

Company shall make payments under Orders from funds advanced by the Government and agreed to be advanced by DOE, and not from its own assets. The Company may assign the BOA and Orders to DOE or its designee subject to the prior written consent of Seller which shall not be unreasonably withheld.

4. ACCEPTANCE OF TERMS AND CONDITIONS

Seller, by signing the BOA or Orders or delivering the items identified therein, agrees to comply with all the terms and conditions, all specifications and all other documents that this BOA or Order incorporated by reference or attachment. Company hereby objects to any Terms and Conditions not incorporated herein. Failure of Company to enforce any of the provisions of the BOA or Order shall not be construed as evidence to interpret the requirements of the BOA or Order, nor a waiver of any requirement, nor of the right of Company to enforce each and every provision. All rights and obligations shall survive final performance of the BOA or any Order there under.

5. WARRANTY

Intentionally deleted.

6. ASSIGNMENT

Seller may not assign this Agreement or delegate, mortgage or sublicense any of its rights or obligations hereunder without the Company's prior written consent, which will not to be unreasonably withheld or delayed; provided that Seller may assign this Agreement to an affiliate or to a party acquiring all or substantially all of the assigning party's assets upon provision of written notice of the same to the Company and a written agreement by the assignee agreeing to be bound by the obligations of the assignor hereunder. Subject to the foregoing, this Agreement will inure to the benefit of the successors, administrators, and permitted assigns of the parties. Any assignment, delegation, mortgage or sublicense in contravention of the foregoing shall be void ab initio.

7. PAYMENT

Unless otherwise provided, terms of payment shall be Net 30 days from the latter of (1) receipt of Seller's proper invoice by each Contractor site, if required, or (2) delivery (and acceptance, if required by the Order) of items/completion of work. Any offered discount shall be taken if payment is made within the discount period that Seller indicates. Payments may be made either by check, purchase card or electronic funds transfer, at the option of Company. Payment shall be deemed to have been made as of the date of mailing or the date on which an electronic funds transfer was made. Notwithstanding anything to the contrary stated herein, the Company shall be entitled at any and all times to set off against any amounts payable by the Company hereunder any amount owing from Seller to the Company under Orders or any subcontracts with Seller.

8. DATA REPORTING REQUIREMENTS

Intentionally Deleted

9. COMPLIANCE WITH LAWS

Seller shall comply with all applicable federal, state, and local laws and ordinances.

10. TERMINATION FOR CAUSE

- a. Intentionally deleted.
- b. Intentionally deleted.
- c. Seller shall not be liable to Company for delays in performance occasioned by causes beyond Seller's reasonable control and without its fault or negligence.
- d. The rights and remedies of the Company in this clause are in addition to any other rights and remedies provided by law or under the BOA or resulting Order.

11. BANKRUPTCY

If Seller enters into any proceeding relating to bankruptcy, it shall give written notice via certified mail to the BOA Procurement Representative within five days of initiation of the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court and a listing of the BOA and Order numbers for which final payment has not been made.

12. TAXES

Taxes shall be collected and paid in accordance with the Site Specific Terms and Conditions of the respective Order. In the event of no Site Specific Terms and Conditions regarding taxes are contained in an Order, the Order prices shall include all Federal, State & local taxes and duties when applicable.

13. CHANGES

Intentionally deleted.

14. TERMINATION FOR CONVENIENCE

Intentionally deleted.

15. SUSPENSION

Intentionally deleted.

16. INCORPORATION BY REFERENCE

The BOA incorporates certain clauses by reference. These clauses apply as if they were incorporated in their entirety. For Federal Acquisition Regulation (FAR) provisions incorporated by reference, "Contractor" means Seller and "Contracting Officer" means the Company BOA Procurement Representative. The FAR clauses may be obtained from the Company upon request.

The following clauses are incorporated by reference:

FAR 52. 219-8 Utilization of Small Business Concerns (MAY 2004)

FAR 52.222-26 Equal Opportunity (APR 2002), (The required poster is available at:
<http://www.dol.gov/dol/esa/public/regs/compliance/posters/eo.htm>)

FAR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (DEC 2001), and

FAR 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)

FAR 52.222-21 Prohibition of Segregated Facilities (FEB 1999)

END OF DOCUMENT