

American Society for Microbiology
Institutional Online Site License Agreement for Full-Text Access

(2025 Subscription Year)

Between
American Society for Microbiology (ASM)
1752 N Street, N.W.
Washington, DC 20036
USA
("ASM")

And
Consortium of University
Services of Catalonia – CSUC
Gran Capita, 2
(Edifici Nexus)
08034 Barcelona

("CSUC")

Licensee access to and use of an ASM Journal Online hereinafter defined) is governed by the terms of this Site License Agreement, dated {02/24/2025}. If Licensee subscribes to more than one ASM Journal Online, this License governs each subscription and Licensee's use of each ASM Journal Online. Prices and subscription details (licensed titles, license term, etc.) are outlined in Schedule 1. Information about ASM's Subscribe to Open (S2O) model is outlined in Schedule 2. IP addresses for access are outlined in Schedule 3.

I. License

The American Society for Microbiology ("ASM") hereby grants to the Licensee and its Authorized Users (hereinafter defined) a non-exclusive, revocable, non-transferable License to access each ASM Journal Online to which Licensee has subscribed, according to the terms of this Agreement, and to make the uses permitted and described below.

II. Definitions

A. ASM Journal Online

The term "ASM Journal Online" means the online articles and related materials published by ASM Journals.

B. Authorized Sites

All locations of the licensee and its Affiliates as of the date of this Agreement are Authorized Sites under this License. If Licensee wishes to add new sites during the license term, an additional Subscription Fee may be assessed, subject to negotiations between ASM and Licensee. After such negotiations, the additional sites and associated IP addresses will be added to Schedule 2, and such sites will thereafter be considered Authorized Sites. If Licensee wishes to add additional IP addresses for access at any Authorized Site, Licensee must promptly notify ASM in writing that such additional IP addresses should be added to Schedule 2. For the avoidance of doubt, the addition of an IP address for access at an Authorized Site does not give rise to an additional Subscription Fee.

"Affiliate" shall mean any corporation or other business entity controlled by the Licensee, "Control" for the purposes of this definition shall mean direct or indirect beneficial ownership of fifty percent (50%) or more of the voting interest in an entity, or such other relationship as, in fact, constitutes actual control.

C. Online Journal Access at an Authorized Site

Access at an Authorized Site is controlled by valid Internet Protocol ("IP") address(es), or range(s) of IP addresses, which Licensee is responsible for providing. Only the IP address(es) submitted by the Licensee will have access to the material. There is no limit on the maximum number of IP addresses or workstations at an Authorized Site under the License. Licensee may use a proxy server or cable service for providing remote dial-in access for its Authorized Users (defined below) of an Authorized Site. Use of an open proxy server to provide access for its Authorized Users is prohibited.

Licensee is responsible for deleting any expired or inaccurate IP address(es) from the subscription account, for taking reasonable measures to prevent access by unauthorized individuals to its authorized IP address(es), and for terminating any unauthorized access of which it has actual notice or knowledge.

D. Authorized User

Authorized Users are all current students, employees (whether on a permanent, temporary or contract basis), directors and independent contractors working at an Authorized Site who would be permitted by the Licensee to access the Secure Network from within or outside the Licensee's premises, whose identity is authenticated at the time of login and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee.

If Licensee desires to expand coverage to significantly more Authorized Users (that is, more than 500 total additional users over all sites covered by the IP addresses listed in Schedule 2 as of the date of execution), licensee must notify ASM, which will determine whether any additional fee is due.

E. Subscription Fee

The Subscription Fee is set forth on Schedule 1 and is based on the current number of Authorized Sites that are associated with the IP addresses identified on Schedule 2 and the number of researchers at those Authorized Sites. Licensee agrees to pay the Subscription Fee in U.S. dollars no later than 60 days after receipt of the invoice. If Licensee adds new sites during the license term; an additional Subscription Fee will be subject to negotiations between ASM and Licensee, as set forth in II.A. An additional Subscription Fee may be due if the number of Authorized Users at the Authorized Sites substantially increases, as set forth in II.B.

III. Permitted Uses

A. Pursuant to this license, Licensee and its Authorized Users may browse, search, retrieve, display, and view an ASM Journal Online, and may download, store or print out single copies of individual articles, or discrete items or portions of such articles, from an ASM Journal Online solely for their own use.

Furthermore, Licensee and its Authorized Users may:

- (a) Search, view, display and download individual articles in the Licensed Materials.
- (b) Electronically save parts of the Licensed Materials for personal use.
- (c) Print a single copy of individual articles or items of the Licensed Materials for personal use.
- (d) Distribute copies of individual articles or items of the Licensed Materials in print or electronic form to other Authorized Users for their personal use.
- (e) Store insubstantial portions of individual articles or items of the Licensed Materials on internal databases for later retrieval and use by Authorized Users.
- (f) Supply print or electronic copies of individual articles or items from the Licensed Materials to regulatory authorities for regulatory or patent registration purposes.
- (g) Supply single print or electronic copies of individual articles taken from the Licensed Materials to individual third parties on request or on an ad-hoc basis for medical information purposes, provided that no more than 10 copies of a specific article are supplied for such purposes under this provision. For additional copies, Licensee should ask ASM for reprint rights, which are not covered by this License.

- (h) Disclose portions of Licensed Materials in connection with any legal and/or patent proceedings and/or if requested pursuant to an order of a competent court or administrative agency.

B. Interlibrary Loan Policy: Licensee may download and print individual articles that are faxed, mailed or hand-delivered, or scanned and transmitted electronically, to a requester under Licensee's interlibrary loan procedures, so long as the requesting institution is a noncommercial library located in the same country as Licensee. No other form of electronic transmission or forwarding of material is permitted.

C. LOCKSS System: ASM supports the LOCKSS System. Licensee is authorized to store and grant access, through the LOCKSS System, to the content of the ASM Journals Online to which Licensee subscribes, in order to preserve the Licensee's use of and access to such material, subject to the conditions set forth in this License. This permission is granted on the further condition that Licensee installs and maintains, at its own expense, any software or other mechanism and authorizations needed to participate in the LOCKSS System.

D. Copyright Notices: All copies of material from an ASM Journal Online must bear proper copyright notice as shown on the initial page of each article. Deletion or modification of the copyright notice is not allowed.

IV. Prohibited Uses

A. This License describes all permitted uses. Any other use is prohibited and is considered infringement under the Copyright Act, 17 U.S.C. §§ 101 et seq., unless prior written permission has been obtained from ASM, as described in Section IV.B of this Site License. A prohibited use can result in immediate termination of this License.

B. Specifically, no one is authorized to transmit, copy, or distribute any ASM Journal Online issue or article, or portion thereof, in any manner or for any purpose except as described in Section III of this License, without ASM's prior express written permission. In particular, except as described in Section III, no one may, without the prior express written permission of ASM: (i) distribute or forward a copy (electronic or otherwise) of any article, file, or material obtained from any ASM Journal Online other than to Authorized Users; (ii) reproduce or photocopy any article, file, or material from any ASM Journal Online; (iii) alter, modify, adapt, or translate any article, file, or material obtained from any ASM Journal Online; (iv) include any article, file, or material obtained from any ASM Journal Online in other works or otherwise create any derivative work based on any materials obtained from any ASM Journal Online; (v) impose any charge for a copy (electronic or otherwise) of any article, file, or material obtained from any ASM Journal Online, except for normal printing/copying costs where such reproduction is authorized under Section III; or (vi) except as part of the LOCKSS System, systematically download, archive, or centrally store substantial portions of articles, files, or material obtained from any ASM Journal Online. Inclusion of print or electronic

copies in course packs or electronic reserves, or for distance learning use, is not authorized by this License and is prohibited without ASM's prior written permission. Dissemination or transmittal of print or electronic copies of articles is not permitted for marketing or advertising purposes, without ASM's prior written permission. Affirmative written permission must be obtained from ASM. ASM does not recognize or accede to permission requests that presume permission is granted unless ASM gives notice that permission is denied.

To obtain express written permission to make any use not authorized by this License, send *hand-signed* requests to: Journals Department, American Society for Microbiology, 1752 N St., N.W, Washington, DC 20036-2904, USA; fax (202) 942-9355.

V. Detection of Prohibited Uses

Licensee is responsible for taking reasonable measures to prevent prohibited uses, and to promptly notify ASM of any infringements of copyright or prohibited use of which Licensee becomes aware. Licensee will cooperate with ASM in investigating any such prohibited uses and will take reasonable steps to ensure the cessation of such activity and to prevent any reoccurrence

VI. Copyright and Proprietary Rights

ASM owns all copyrights in and to the ASM Journals Online, as compilations, and is authorized to publish all material therein. ASM also owns the copyrights in the individual articles as indicated on the title pages, except as explicitly noted in the text of individual articles and for Supplemental Material. Each ASM Journal Online is protected by copyright in other countries by virtue of the Universal Copyright Convention and the Berne Copyright Convention. Any unauthorized copying or prohibited use of material from any ASM Journal Online, including but not limited to text, graphics, tables, code, or software, may result in liability for copyright infringement (including injunctive relief and damages) under U.S. and/or foreign law. ASM does not own the copyright in Supplemental Material that may be linked to, or accessed through, an article. ASM does have a license to grant Authorized Users access to such Supplemental Material. Licensee should review copyright ownership information for Supplemental Material and contact the copyright owner for any permissions sought. This License does not authorize the copying, storing, or transmission of any Supplemental Material.

VII. Breach and Access to Database

ASM reserves the right to terminate this License, upon written notice, if Licensee materially breaches the terms of this Agreement. If Licensee fails to pay ASM any license or subscription fees when due, or otherwise breaches this License, ASM will

provide the Licensee with written notice and a 30-day period within which to cure such breach. No cure period will be provided for material breaches relating to violations of Section IV or any other breach likely to cause ASM irreparable harm. If Licensee's subscription to an ASM Journal Online terminates, further access to the current database will be denied. Free access to the publicly available ASM Journals Online archives will continue to be granted, subject to the terms and conditions herein, in accordance with ASM's current policy. If Licensee or Authorized Users materially breach this License or make prohibited uses of material in any ASM Journal Online, ASM reserves the right to deny Licensee any access to the ASM Journals Online database, in ASM's sole discretion. ASM reserves the right to modify its policy regarding its online archives, in its sole discretion, and restrict or charge for access to the ASM Journals Online archives (other than as included as part of a subscription).

VIII. Disclaimer of Warranties

ALL MATERIAL AND INFORMATION ON ANY ASM JOURNAL ONLINE WEBSITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DESCRIPTIONS OF, OR REFERENCES TO, PRODUCTS OR PUBLICATIONS DO NOT IMPLY ENDORSEMENT OF THAT PRODUCT OR PUBLICATION.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO EACH OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE ARTICLES OR OTHER MATERIAL DERIVED FROM ANY ASM JOURNAL ONLINE, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY.

EXCEPT FOR THE WARRANTIES UNDER CLAUSE VI AND FOR ANY CLAIMS OF COPYRIGHT INFRINGEMENT OR BREACH OF THIS AGREEMENT, AND EXCEPT FOR LICENSEE'S OBLIGATION TO PAY ASM THE AGREED-ON SUBSCRIPTION FEES, NEITHER PARTY'S LIABILITY TO THE OTHER SHALL EXCEED THE TOTAL AMOUNT OF SUBSCRIPTION FEES PAID BY LICENSEE FOR THE SUBSCRIPTION YEAR PRIOR TO THE MAKING OF A CLAIM. IF LICENSEE IS DISSATISFIED WITH THE SERVICES OF ASM OR THE CONTENT OF ASM JOURNALS ONLINE OR ANYTHING ELSE RELATED TO THIS LICENSE, LICENSEE'S SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE THIS LICENSE AND DISCONTINUE USE OF THE ASM JOURNAL(S) ONLINE.

Each ASM Journal Online is under development, and changes may be made in the publication and programs at any time. All advertising appearing in any ASM Journal Online is the sole responsibility of the advertiser. Neither ASM nor any ASM Journal Online endorses or warrants any product advertised or any statements made in any

advertisements. Nor is ASM or any ASM Journal Online responsible for the quality or content of any material linked to any ASM Journal Online.

IX. Delivery Formats and Service

A. The ASM Journals Online use standard Internet HTML format. ASM reserves the right to change format upon three [3] months' written notice to Licensee, although ASM will make reasonable efforts to use commonly available formats. The Licensee and the Authorized Users are responsible for obtaining at their expense suitable Internet connections, Web browsers, and licenses for any software necessary to view the ASM Journal Online.

B. The ASM Journals Online are also available in Adobe Acrobat (PDF) format to Licensee and its Authorized Users, who are solely responsible for installing and configuring the appropriate Adobe Acrobat Reader software (version 3.01 or better).

C. ASM shall use its best efforts to make online access available on a continuous basis. Availability will be subject to periodic interruption and downtime for server maintenance, software installation or testing, loading new files, and reasons beyond the control of ASM. Licensee acknowledges that as with any online service, ASM's ability to provide access to the ASM Journals Online is subject to factors, such as availability of Internet service and Acts of God, over which ASM has no control.

X. General

A. This Agreement constitutes the entire License for each ASM Journal Online and may not be modified without the express written consent of either party.

B. Licensee must pay any applicable taxes, other than taxes on ASM's net income, arising out of Licensee's use of the ASM Journal Online and/or the rights granted under this Agreement.

C. Licensee may not assign or transfer its rights under this Agreement without the written permission of ASM.

D. Non-discrimination. The parties agree to comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, non-discrimination, including the Americans with Disabilities Act, and affirmative action.

E. Conflict of Interest. This Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of a party is an employee, consultant, or agent of any other party to this Agreement.

F. GOVERNING LAW & DISPUTE RESOLUTION.

The parties agree to use best efforts to resolve disputes in an informal manner, by decision of the Deputy Executive Director of the American Society for Microbiology and the current Chairman of the Consortium. Where either of the parties decides that a dispute arising out of or related to this Agreement would best be resolved by the decision of a neutral party, the parties will jointly agree upon an arbitrator to hear and render a decision resolving the dispute. The arbitrator's decision shall be final and binding on the parties. The cost of arbitration shall be borne by the party against whom the arbitrator decides.

ASM

X *Thomas Romano*

Feb 24, 2025

Thomas Romano
Global Sales Director

CSUC

X

Eduard Gil i Carbó
CEO

SCHEDULE 1

LICENSED MATERIALS, DURATION OF SUBSCRIPTION, FEES AND ACCESS METHOD

A Schedule dated {02/24/2025} between ASM and CSUC .

Contact for CSUC:

Name : Núria Sánchez

E-Mail: nuria.sanchez@csuc.cat

Contact for ASM:

Name : Davide Fiore
E-Mail: dfiore@asmusa.org

LICENSED MATERIALS

Antimicrobial Agents and Chemotherapy®
Applied and Environmental Microbiology®
ASM Case Reports*
Clinical Microbiology Reviews®
EcoSal Plus®
Infection and Immunity®
Journal of Bacteriology®
Journal of Microbiology & Biology Education®
Journal of Clinical Microbiology®
Journal of Virology®
mBio®
Microbiology and Molecular Biology Reviews®
Microbiology Resource Announcements®
Microbiology Spectrum®
mSphere®
mSystems®

*Debuted in 2024; Open Access

FEES FOR SUBSCRIPTION PERIOD:

2025: \$40,292.72
2026: \$41,300.04
2027: \$42,332.54

Client	ASM 2025	ASM 2026	ASM 2027
UB	8516.58	\$8,729.49	\$8,947.73
UAB	11069.40	\$11,346.13	\$11,629.79
UPF	5176.69	\$5,306.10	\$5,438.76
UdL	5176. 69	\$5,306.10	\$5,438.76
UdG	5176. 69	\$5,306.10	\$5,438.76
URV	5176. 69	\$5,306.10	\$5,438.76
Total	\$40,292.72	\$41,300.04	\$42,332.54

ACCESS METHOD: IP address

SCHEDULE 2

Subscribe to Open (S2O)

ASM is launching a “Subscribe to Open” (S2O) model for the 2025 subscription year for ASM’s six primary research, subscription-based journals, which are:

- Antimicrobial Agents and Chemotherapy[®]
- Applied and Environmental Microbiology[®]
- Infection and Immunity[®]
- Journal of Bacteriology[®]
- Journal of Clinical Microbiology[®]
- Journal of Virology[®]

Each journal will have a threshold that, if reached, will make all content for the given subscription year open.

The subscription to the “All-Inclusive Package” entitles Licensee to the S2O benefits for the duration of this agreement, which include:

- Open Access Guarantee – articles published in the six journals from authors in the six journals mentioned in this Schedule will be made Open Access, even if the journals do not meet the threshold.
- Publishing Discounts – Article Processing Charges will not be administered for the six journals. There are page charges, and authors from Licensee will be eligible for a 25% discount on these charges. If the author is a member, the author will also be entitled to a 50% discount.

More Information about S2O can be found at <https://journals.asm.org/S2O>.

Please note that ASM reserves the right to end its S2O model in future years at its sole discretion.

SCHEDULE 3

IP ADDRESSES

A schedule dated {02/06/2025} to the Agreement dated between ASM and CSUC

IP Addresses/Ranges:

Biblioteca de Catalunya	84.88.64.64/95 52.211.140.232 (IP SIERRA) 5.198.138.224 (OpenAthens)
Universitat Autònoma de Barcelona	188.92.138.16 (Open Athens) 52.31.226.75 (IP SIERRA)
Universitat de Barcelona	161.116.100.0/24 (proxy) 161.116.110.0/24 (proxy) 154.59.125.175 (proxy) 161.116.168.14 161.116.168.27 161.116.168.69 161.116.168.107
Universitat de Lleida	193.144.8.* 193.144.9.* 193.144.10.* 193.144.11.* 193.144.12.* 84.88.46.192-84.88.46.224 52.31.203.59 (SIERRA)
Universitat Rovira i Virgili	84.88.193.* 193.144.16.160 193.144.16.161 52.214.203.134 (IP SIERRA)
Universitat de Girona	84.88.128-162.* 5.198.137.235 (OpenAthens) 52.31.199.201 (IP SIERRA)
Universitat Pompeu Fabra	84.89.128.0-84.89.159.255 83.137.211.162 (Open Athens) 52.30.64.205 (IP SIERRA)

ASM

	Feb 24, 2025
Thomas Romano Global Sales Director	

CSUC


Eduard Gil Carbó CEO