

THIRD AMENDMENT TO ELSEVIER SUBSCRIPTION AGREEMENT

WHEREAS, the parties hereto have previously entered into an agreement dated 15 December 2022, as last amended on 11 September 2024 (the “Agreement”), and wish to amend the Agreement as set forth in this amendment (“Amendment”).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as of 15 September 2025 as set forth below and on Schedule 1 and 2.

Section 1.4 of the Agreement shall be deleted in its entirety and replaced with the following:

“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 and/or service (including resulting from the use of artificial intelligence tools), 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, tools, or devices to search, scrape, extract, deep link, index and/or disrupt the working of the Subscribed Products;
- use the Subscribed Products in combination with an artificial intelligence tool (including to train an algorithm, test, process, analyse, generate output and/or develop any form of artificial intelligence tool);
- post abstracts from the Subscribed Products on social networking site; or
- substantially or systematically reproduce, retain, store locally, redistribute or disseminate the Subscribed Products (including any generated responses) or any part thereof, including any derivative work and/or service (including resulting from the use of artificial intelligence tools);

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.”

The term of the Agreement is hereby extended to continue until 31 December 2028.

Section 6.3 of the Agreement shall be deleted in its entirety and replaced with the following:

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, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE SUBSCRIBED PRODUCTS, THE USE OF ANY FORM OF ARTIFICIAL INTELLIGENCE, AND ANY OTHER DATA, DOCUMENTATION, TECHNOLOGY OR

MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 7.6 of the Agreement shall be deleted in its entirety and replaced with the following:

7.6 Privacy

To the extent that the Subscriber or its Authorized Users provide any personal data to Elsevier during account registration or otherwise, the parties acknowledge and agree that such information will be processed by Elsevier in accordance with the Elsevier privacy policy at <https://www.elsevier.com/legal/privacy-policy> and the Elsevier Data Processing Addendum at <https://www.elsevier.com/legal/data-processing-terms> (“DPA”). The parties acknowledge and agree that each party acts as an independent controller of any personal data shared or otherwise processed under this Agreement and has complied and will comply with its obligations under the Data Protection Laws. Terms used but not defined in this section shall have the meanings ascribed to them in the DPA.

Except as specifically amended hereby, all of the existing terms and conditions of the Agreement are hereby ratified. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Agreement. To the extent any terms or conditions of the Agreement conflict with or are inconsistent with this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment by their respective, duly authorized representatives as of 15 September 2025.

CORPORACIÓN CINCEL - CHILEAN CONSORTIUM FOR THE ACCESS FOR SCIENTIFIC INFORMATION
(Subscriber)

Name:
Title:

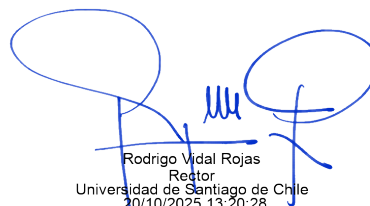
ELSEVIER B.V.
(Elsevier)



Name: Thong Li Lim
Title: Vice President, Account Support & Tender Management

Amendment No: 1-24971376074, 1-24971376112 & 1-24971361764
Agreement No.: 1-21892526676, 1-21892586364

Rev Jan 2025



Rodrigo Vidal Rojas
Rector
Universidad de Santiago de Chile
20/10/2025 13:20:28

**THIRD AMENDMENT TO
ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1
Subscribed Products/Access/Fees**

**CORPORACIÓN CINCEL - CHILEAN CONSORTIUM FOR THE ACCESS FOR
SCIENTIFIC INFORMATION**

The Subscribed Products and Fees identified below are in addition to those identified in the Agreement.

Amendment No: 1-24971376074, 1-24971376112 & 1-24971361764
Agreement No.: 1-21892526676, 1-21892586364

	Access	2026 USD	2027 USD	2028 USD
Subscribed Products – publisher				
ScienceDirect® online – Elsevier B.V.	sciencedirect.com			
Complete Collection				
• <i>Total Electronic Subscription</i>				
• <i>Total Subscription Turnover</i>				
• Electronic Subscription Fee (10 % discounted)				
• Content Fee 12.5 %				
Transferred Titles Fee				
Cell Press Collection Fee				
-The Lancet Child & Adolescent Health				
-The Lancet Gastroenterology & Hepatology				
-The Lancet Psychiatry				
-The Lancet Diabetes & Endocrinology				
-The Lancet Respiratory Medicine				
-The Lancet Rheumatology				
-The Lancet				
-The Lancet Child & Adolescent Health				
-The Lancet Gastroenterology & Hepatology				
-The Lancet Psychiatry				
-The Lancet Diabetes & Endocrinology				
-The Lancet Respiratory Medicine				

•Complete Freedom Collection Fee				
Subject Backfile Collection(s) -Agricultural and Biological Sciences From 1995 Until: 2001 -Earth and Planetary Sciences From 1995 Until:2001 -Social Sciences: 2000 and 2001				
TOTAL FEES		\$8,021,398.28	\$8,261,099.25	\$8,508,181.24

Adjustment of Fees

After the initial year of the Term, the Fees for the Subscriber’s Journal Collection(s) will be subject to an adjustment to account for any titles removed from the Journal Collection(s) during the remainder of the Term of this Agreement.

Perpetual Access to Subject Backfile Collection(s)

The Subscriber may access and use in perpetuity the Subject Backfile Collection(s) in accordance with the provisions of the Agreement, as amended herein, for a one-time fee for as long as the Subscriber maintains an annual subscription on ScienceDirect online.

Journal Collection(s)

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

Transaction Fee

The Subscriber may purchase pre-paid Transactions (“PPT”) upon mutual agreement of the parties in writing. Unused PPT will be forfeited one (1) year after issue or upon termination of this Agreement, whichever is earlier.

**Annex A to Schedule 1
Additional Subscribed Titles**

The Subscribed titles identified below are in addition those identified in the Agreement.

No. 1-24971361764

Product ID	Subject Backfile Collection
BFJABS95	Agricultural and Biological Sciences 1995
BFJABS96	Agricultural and Biological Sciences 1996
BFJABS97	Agricultural and Biological Sciences 1997
BFJABS98	Agricultural and Biological Sciences 1998
BFJABS99	Agricultural and Biological Sciences 1999
BFJABS00	Agricultural and Biological Sciences 2000
BFJABS01	Agricultural and Biological Sciences 2001
BFJEPS95	Earth and Planetary Sciences 1995
BFJEPS96	Earth and Planetary Sciences 1996
BFJEPS97	Earth and Planetary Sciences 1997
BFJEPS98	Earth and Planetary Sciences 1998
BFJEPS99	Earth and Planetary Sciences 1999
BFJEPS00	Earth and Planetary Sciences 2000
BFJEPS01	Earth and Planetary Sciences 2001
BFJSSC00	Social Sciences 2000
BFJSSC01	Social Sciences 2001

No. 1-24971376112

Product ID	ISSN	Subscribed Title (online only)
13351	1076-6332	Academic Radiology
13229	0272-6386	American Journal of Kidney Diseases
13310	0003-9993	Archives of Physical Medicine and Rehabilitation
07501	1538-4721	Brachytherapy
06001	0255-2701	Chemical Engineering and Processing - Process Intensification
00349	0098-1354	Computers & Chemical Engineering
00398	0098-3004	Computers & Geosciences
04250	1871-4021	Diabetes & Metabolic Syndrome: Clinical Research & Reviews
12630	2214-6296	Energy Research & Social Science
08018	0301-2115	European Journal of Obstetrics & Gynecology and Reproductive Biology
07647	0015-0282	Fertility and Sterility
13216	0016-5085	Gastroenterology
13360	1547-5271	Heart Rhythm
07551	0360-3016	International Journal of Radiation Oncology, Biology, Physics
08665	0380-1330	Journal of Great Lakes Research
13372	1553-4650	Journal of Minimally Invasive Gynecology
13068	0278-2391	Journal of Oral and Maxillofacial Surgery
13422	1051-0443	Journal of Vascular and Interventional Radiology
13357	1546-1440	Journal of the American College of Radiology

Product ID	ISSN	Subscribed Title (online only)
13380	1525-8610	Journal of the American Medical Directors Association
07539	0958-3947	Medical Dosimetry
07585	0161-6420	Ophthalmology
03096	1353-8020	Parkinsonism & Related Disorders
12675	1084-9521	Seminars in Cell and Developmental Biology
13367	1550-7289	Surgery for Obesity and Related Diseases
14116	1064-7481	The American Journal of Geriatric Psychiatry
07587	0002-9343	The American Journal of Medicine
14131	2213-2198	The Journal of Allergy and Clinical Immunology: In Practice
13136	0363-5023	The Journal of Hand Surgery
07583	1053-2498	The Journal of Heart and Lung Transplantation
13088	0022-5223	The Journal of Thoracic and Cardiovascular Surgery
02284	0140-6736	The Lancet
02290	1473-3099	The Lancet Infectious Diseases
02291	1474-4422	The Lancet Neurology
02285	1470-2045	The Lancet Oncology
07554	0301-5629	Ultrasound in Medicine & Biology

Product ID	ISSN	Cell Press Collection Journal Title
13437	0006-3495	Biophysical Journal
02215	2451-9456	Cell Chemical Biology
07703	1931-3128	Cell Host & Microbe
13368	1550-4131	Cell Metabolism
07704	1934-5909	Cell Stem Cell
18800	2405-4712	Cell Systems
18875	2451-9294	Chem
02216	0960-9822	Current Biology
07594	1534-5807	Developmental Cell
07591	1074-7613	Immunity
18907	2542-4351	Joule
18948	2590-2385	Matter
30397	2666-6340	Med
07592	1097-2765	Molecular Cell
12877	1525-0016	Molecular Therapy
30121	2590-3322	One Earth
18835	2405-8033	Trends in Cancer
18929	2589-5974	Trends in Chemistry

Schedule 2
Additional Sites/Authentication/Contacts

The Sites, IP addresses identified below replace and supersede those identified in the Agreement.

Subscriber: Corporación Cincel - Chilean Consortium for the Access for Scientific Information

Sites:	#Auth. Users:	Authentication:
CINCEL, Consorcio para el Acceso a la Información Científica Electrónica Moneda 1375, piso 13,, Santiago de Chile, Chile	351,727	<div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div>

Estimated total number of Authorized Users for ScienceDirect: 351,727

For the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, the Subscriber) are not Sites, unless expressly stated above.

The Subscriber will promptly notify Elsevier of any material changes in the number of Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the Term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

Primary Contact

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Name/Address: Corporación Cincel - Chilean Consortium for the
Access for Scientific Information, CINCEL,
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E-mail: sbravo@anid.cl

Billing Contact

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