

Consortia Canada

License Agreement for Electronic Products

THIS AGREEMENT is made the 1st day of September 2021

BETWEEN: The University of Chicago, acting through its Press of 1427 E. 60th Street, Chicago, IL 60637-2901 (herein referred to as "the Licensor")

AND the following Consortium which are authorized to act as the representatives (herein referred to as the "Licensee" in administering the Business Terms (Schedule 1) of the License Agreement:

- BC Electronic Library Network (BCELN) 8888 University Dr. Bennett Library Rm 7600, Burnaby, Simon Fraser University, British Columbia, V5A 1S6
- Council of Pacific and Prairie University Libraries (COPPUL) 301-3301 Douglas St Victoria, BC V8Z 3L2
- Ontario Council of University Libraries (OCUL), 130 St. George Street, Toronto, Ontario, M5S 1A5
- The Council of Atlantic University Libraries / le Conseil des bibliothèques universitaires de l'Atlantique (CAUL-CBUA), 120 Western Parkway, Suite 202 Bedford, NS B4B 0V2
- Bureau de coopération interuniversitaire (BCI) 500, rue Sherbrooke Ouest, bureau 200, Montréal, Québec, H3A 3C6
- The Alberta Library (TAL), Room 623 7 Winston Churchill Sq NW, Edmonton, Alberta, T5J 2V5
- Ontario Colleges Library Services (OCLS), 789 Don Mills Road, Suite 701, Toronto ON M3C 1T5

Each "Licensee" is authorized to act for and sign this Agreement on behalf of member libraries hereinafter known as the "Member Institutions." Rights and responsibilities referenced in this Agreement in regard to "Licensee" shall apply to all the Member Institutions covered under this Agreement; however, Licensee is responsible only for fulfillment of its individual responsibilities under this Agreement. Neither Licensee nor any other Member Institution shall be liable for any breach or default of another Licensee or Member Institution. Member Institutions are listed in Schedule 1.

Where applicable, additional Exhibits and Appendices may be attached to address more specific Terms and Conditions specific to certain formats such as e-books, or special purchase conditions such as Perpetual Access, in which case the attached Exhibits and Appendices form an integral part of this Agreement.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

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

| | |
|------------|--|
| Consortium | The group of universities, other educational institutions and research organizations (which may have multiple sites) and their |
|------------|--|

| | |
|---------------------------|---|
| | associated libraries, that have authorized the Licensee to negotiate and execute this License Agreement on their behalf |
| Member | A university, other educational institution, or research organization that is in membership of the Consortium and listed in Appendix A, and which has agreed by virtue of its membership to be bound by the terms and conditions of this License as if it were a party to it jointly with the Consortium |
| Authorized User | All full and part time students, faculty and employees (including permanent, temporary, contract or visiting) and researchers associated with the Member Institutions, regardless of physical location of such persons; retired faculty and staff; all registered patrons of the Member Institution, or other persons affiliated with the Member Institution or otherwise permitted to use the facilities of the Member Institution and authorized to access the Licensed Materials. |
| Walk-In Users | Individuals not affiliated with a Member Institution who are physically present at Member Institution sites set out in Schedule 1 shall be deemed to be Authorized Users under the terms and conditions of this Agreement. Additional groups of Authorized Users such as Member Institution alumni may be included, as where and to the extent set out in Schedule 1. For the avoidance of doubt, Walk-In Use is intended for individual users, not as a substitution for a license by another institution or organization. |
| Commercial Use | Use of the Licensed Materials for the purposes of monetary reward (whether by Member Institutions or Authorized Users) by means of sale, resale, loan, transfer, hire or other form of commerce. For the avoidance of doubt, neither recovery of direct costs by the Member Institution from Authorized Users, nor use of the Licensed Materials by the Member Institution or by an Authorized User in the course of research funded by a commercial organization, is deemed to be Commercial Use. |
| Course Packs | A collection or compilation of materials for example book chapters, journal articles assembled by staff of Member Institution for use by students in a class for the purposes of instruction. |
| Digital Rights Management | Also referred to as “DRM”, access control technologies that are used by hardware manufacturers, licensors, copyright holders and individuals to limit the use of digital content and devices in on-line or off-line environments. |

| | |
|----------------------------------|---|
| Digital Watermarking Technology | The process of embedding information into a digital document, which may be used to verify its authenticity or the identity of its owners. |
| Electronic Learning Environments | Use of parts of or linking to the Licensed Material in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments, library environments, and courseware technologies) hosted on a Secure Network. |
| Electronic Reserves | Electronic copies of Licensed Materials (e.g. book chapters, journal articles, abstracts) made and stored on the Secure Network pursuant to Section 3.8 by Member Institution for use by Authorized Users in connection with specific courses of instruction offered by Member Institutions to such Authorized Users. |
| License Fee | The applicable fee for a license to the Licensed Materials, whether a one-time fee or an annual or other subscription fee, as set out in Schedule 1, or in new Schedules to this Agreement which may be agreed to by the parties from time to time. |
| Open Access Repository Services | Open-access digital repository services such as those provided by the Author's employing institution, an academic consortium, a discipline-based entity, or a governmental funding agency. |
| Perpetual Access | Provisions in this Agreement for continuation of access, archiving and use of Licensed Materials that shall survive any termination of the License Agreement and ensure continued access consistent with current recognized standards in the publishing industry. |
| Secure Network | A computer network that is only accessible to Authorized Users by Secure Authentication. |

2. LICENSE GRANT

- 2.1 The Licensor hereby grants to the Licensee and Member Institutions, subject to and in accordance with the terms of this License, a non-exclusive and non-transferable right to permit Authorized Users to access and use the Licensed Materials at the sites of Member Institutions or remotely, through secure authentication.
- 2.2 In consideration for the Licensor's licensing of the Products and/or Services listed in the attached Schedule(s), the Licensee and Member Institutions agree to pay to the Licensor the Fee in accordance with the provisions of the attached Schedule(s).

3. PERMITTED USES

Member Institutions and Authorized Users may use the Licensed Materials as follows:

- 3.1 ACCESS and USE the Licensed Materials from the premises of the Member Institution, or remotely via secure authentication, in order to search, retrieve, download, display, print and view the Licensed Material.
- 3.2 CREATE PERSISTENT LINKS to individual articles for access by Authorized Users for Permitted Uses under this Agreement, from within secure authentication environments.
- 3.3 INTERLIBRARY LOAN by paper or electronic means, a single copy of an individual document within the guidelines of traditional interlibrary loan practices and applicable copyright laws.
The Licensed Material may be used as a source for interlibrary loan in accordance with Canadian and relevant international copyright laws and standard library interlibrary loan procedures.
- 3.4 SCHOLARLY SHARING. Authorized Users may transmit to a third party colleague in hard copy or electronically, reasonable amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use.
- 3.5 USE IN ACADEMIC RESEARCH. Member Institutions and Authorized Users may incorporate limited parts of the Licensed Materials in printed or electronic form in assignments, portfolios, theses and dissertations, including reproductions of the Licensed Material for library deposit and other non-commercial uses.
- 3.6 FAIR DEALING / CREATIVE COMMONS. Notwithstanding any other provisions of this Agreement, nothing shall in any way restrict or limit the ability of Member Institutions, Authorized Users or Walk-in Users to engage in or conduct any activity that is otherwise permitted under Canadian copyright laws, including without limitation pursuant to any fair dealing exceptions, or as permitted under Creative Commons licensing.
- 3.7 ALTER or MODIFY the Licensed Materials as necessary to provide an equivalent level of service to Authorized Users with appropriately documented print or other disabilities.
- 3.8 COURSEPACKS / ELECTRONIC RESERVES / VIRTUAL LEARNING.
Member Institutions and Authorized Users may incorporate parts of the Licensed Material in course packs, study packs, resource lists and in any other material (including but not limited to multi-media works) to be used in the course of instruction and/or in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments and library environments) hosted on a Secure Network (only accessible to Authorized Users by Secure Authentication). Each item shall carry appropriate acknowledgement of the source, listing the title and copyright owner. Course packs in non-electronic non-print perceptible form, such as Braille, may also be offered to Authorized Users. If the Licensor does not have the right to grant all rights under 3.8 for all Licensed Materials, these rights will apply exclusively to the content for which the Licensor does have such rights, as specified in the attached Schedule(s).
- 3.9 FEDERATED SEARCH. Member Institutions and Authorized Users may include the Licensed Material in federated or metasearch services.

- 3.10 DATA and TEXT MINING. Member Institutions and Authorized Users may conduct research employing data or text mining of the Licensed Materials and disseminate results publicly for non-commercial purposes.
- 3.11 TRAINING AND MARKETING MATERIALS. Member Institutions may display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users.

4. PROHIBITED USES

- 4.1 COMMERCIAL USE. Use of the Licensed Materials for the purposes of monetary reward (whether by Member Institutions, Authorized Users or Walk-in Users) by means of sale, resale, loan, transfer, hire or other form of commerce. For the avoidance of doubt, recovery of direct costs incurred by the Member Institution in the course of providing access to Authorized Users or Walk-in Users (e.g. printing, photocopying, or administration fee) including inter-library loan, is not deemed to be Commercial Use.
- 4.2 SUBSTITUTION FOR LICENSE. No provision of this Agreement is intended to provide such substantial use as to constitute a substitution for an institutional license by a third party institution. For example, Walk-In User rights are designed for the provision of services to individuals, not blanket rights for all of the users of another institution or organization.

5. THE LICENSOR'S UNDERTAKINGS

The Licensor shall:

- 5.1 Warrant to the Licensee and the Member Institutions that the Licensor will make reasonable efforts to ensure that the Licensed Material is available on a 24-hour basis, excluding normal network administration and system down time, but if access is suspended or interrupted, liability will be limited to restoring access as soon as possible.
- 5.2 The Licensor will have no liability for any loss or damage arising out of use or inability to use Licensed Material. The Licensor will have no liability for content submitted by users of Licensed Material. The Licensor makes no representations, warranties, or endorsements with respect to any third-party website that may be accessible through the Licensed Material website. The Licensor does not guarantee the accuracy or completeness of information contained in Licensed Material, or its merchantability or fitness for a particular purpose. Material may change at any time without notice. The Licensor does not guarantee that Licensed Material will be accessible in any particular hardware or software environment.
- 5.3 Notice of the Use of Digital Rights Management Technology. In the event that Licensor utilizes any type of digital rights management technology to control the access to usage of Licensed Materials, Licensor agrees to notify Licensee and Member Institutions of the name, contact information and any technical specifications for the digital rights management technology utilized. In no event may such Digital Rights Management Technology be used in such a way as to limit the usage rights of a Member Institutions or any Authorized User as specified in this Agreement or under applicable law.

- 5.4 Notice of the Use of Digital Watermarking Technology. If Licensor utilizes any type of digital watermarking technology for any element of the Licensed Materials, Licensor agrees that watermarks will not be visible to the human eye and will not degrade image quality. These watermarks shall not contain information pertaining to Member Institutions or Authorized Users such as account numbers or IP addresses. If digital watermarking technology is used, Licensor agrees to notify the Licensee and Member Institutions, in advance, of the name, contact information, and any technical specifications for the technology used.

6. THE LICENSEE AND MEMBER INSTITUTIONS UNDERTAKINGS

- 6.1 Each Consortium Representative shall:

6.1.1 In consideration for the rights granted under this License, pay the annual Fee identified in their respective Schedule 1A within sixty (60) days of receipt of invoice and, if applicable, within sixty (60) days of receipt of invoice relating to each subsequent Subscription Period. The Licensor shall submit its invoice within sixty (60) days following the effective date of this Agreement (or following the start of any subsequent Subscription Period, as applicable), directly to each Consortium Representative based on the Fee(s) in each Schedule 1A. For the exclusion of doubt, the annual Fee shall be exclusive of any sales, use, value added, or similar taxes, and the Consortium shall be liable for any such taxes in addition to the annual Fee.

6.1.2 Notify Consortium Members of the usage terms of this License.

- 6.2 Each Consortium Member shall:

Use reasonable efforts to ensure that access is restricted to Authorized Users, and that Authorized Users are made aware of, and comply with, the terms and conditions of this Agreement.

7. PERSONAL AND CONFIDENTIAL INFORMATION

The Parties, including Member Institutions shall take all necessary security measures to ensure that personal and confidential information is protected throughout all stages of this License. Personal and confidential information must only be used for the performance of this License and must not be disclosed to any other third party

8. TERM AND TERMINATION

- 8.1 Notwithstanding the date of signatures, this Agreement is in effect for one year and shall commence on September 1, 2021, terminate on August 31, 2022 and shall apply to all Licensed Materials for the time period(s) as indicated on the attached Schedule(s). Subscriptions as indicated on the attached Schedule(s) will automatically terminate at the end of the subscription period unless the parties have previously agreed in writing including by email communication to renew the subscription.
- 8.2 In the event that either party believes that the other materially has breached any obligations under this Agreement, such party shall notify the breaching party in writing. The breaching

party shall have 30 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the 30-day time period, the non-breaching party shall have the right to terminate the Agreement without further notice.

- 8.3 In the event of early termination permitted by this Agreement, the Member Institution shall be entitled to a refund of any fees or pro-rata portion thereof paid by the Member Institution for any remaining period of the Agreement from the date of termination. This paragraph is invalid if the Member Institution commits a willful, material and consistent breach of the terms of this Agreement, and fails to remedy the breach within thirty (30) days of notification by the Licensors.
- 8.4 The Licensors hereby grants to the Member Institutions a nonexclusive, royalty-free, subscription license to use all material added to the Licensed Materials during the term of this Agreement, to which access expires at the end of the subscription. Usage of materials acquired in this fashion shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement.
- 8.5 Funding Contingency. If funding of the Member Institution is materially reduced and the Member Institution thereby becomes unable to pay future amounts payable pursuant to this Agreement, the Member Institution may give the Licensors written notice of termination and this Agreement shall terminate for the Member Institution effective 30 days after the giving of such notice if the Member Institution has failed to pay the Fee for the calendar year in which such notice was given, or if the Member Institution has paid the Fee for the calendar year in which such notice was given, January 1 of the following year.

9. GENERAL

- 9.1 Warranty and Indemnification. The Licensors warrants that it holds the rights granted under this Agreement, and indemnifies and holds the Licensee and its Member Institutions harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against the Licensee or any of its Member Institutions claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of this license for any reason. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS LICENSE IS APPLICABLE TO THIS INDEMNIFICATION.
- 9.2 This Agreement and attached Schedule(s) signed by Licensors and Licensee shall comprise the complete terms and conditions of use. If there is a "click-through" agreement for users, this Agreement shall override the "click-through" agreement.
- 9.3 Notice of terms of "click-through" license terms: in the event that Licensors uses a "click-through" license for end users, Licensors shall provide Licensee with notice of and an opportunity to comment on such terms prior to their implementation. In the event of any conflict between the 'click-through' terms and this License, the terms of this License shall prevail.
- 9.4 Alterations to this Agreement and to the Schedules to this Agreement are only valid if they are recorded in writing and signed by the parties.

- 9.5 Assignment. This Agreement may not be assigned by any Party to any other person or organization without the prior written consent of the other Party, nor may either party sub-contract any of its obligations, except as provided in this Agreement in respect of the management and operation of the Server and the Licensor's Representative, without the prior written consent of the other Party, which consent shall not unreasonably be withheld.
- 9.6 Notice. Any notices to be served on any of the Parties by another Party shall be sent by registered mail, courier or facsimile to the address of the other as its address for service of notices. Any such notice sent by registered mail shall be deemed to have been given 14 days after the date of posting the mail. Any such notice sent by courier or by facsimile shall be deemed to have been given on the date of receipt of the notice as delivered by the courier or facsimile.
- 9.7 Force Majeure. None of the Parties' delay or failure to perform any provision of this Agreement, as a result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, "denial of service" or similar attacks, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.
- 9.8 Waiver. Failure to enforce any provision of this Agreement shall not be construed to be a waiver of such provision.
- 9.9 Severability. If any provision of this Agreement is found invalid or unenforceable pursuant to a decree or decision of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- 9.10 If the Parties disagree over an interpretation of this Agreement or whether a Party or a Member Institution is in breach of any part of this Agreement, the Parties and any such Member Institution shall in good faith enter into negotiations to resolve the disagreement and discuss the feasibility of resolving the disagreement by mediation or other means short of litigation. The Parties shall cooperate in good faith in pursuing mediation or other such means.
- 9.11 This Agreement shall be governed by and construed in accordance with the laws of the province of the participating consortium, and the laws of Canada applicable therein. Both parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the courts of the participating consortium in Canada.

10. MUTUAL OBLIGATIONS

- 10.1 NOTICE OF UNAUTHORIZED USE. Upon becoming aware of any unauthorized use or other breach, the Licensor, Licensee, and Member Institution will inform the others and take reasonable and appropriate steps to both ensure that such activity ceases and to prevent any recurrence. The Licensor, Licensee, and Member Institution agree to cooperate in good faith and to provide sufficient exchange of information to prevent any further unauthorized use.

The Licensor reserves the right to temporarily suspend any Member Institution's access to Licensed Materials for infringement of the Licensor's intellectual property rights in the Licensed Materials or for a breach of the terms of this Licence Agreement that threatens either the performance or security of the Platform. Forthwith, after suspending such access the Licensor shall issue a notice to the Member Institution and the Licensee of the breach, specifying the activity of the Member Institution that caused the breach. The Licensor shall forthwith restore access to the Member Institution upon receipt of notice that such activity has ceased and that the Member Institution has made reasonable efforts to protect against recurrence of such activity

SCHEDULE 1**Business Terms**

This Schedule 1 is dated September 1, 2021 to the Agreement dated September 1, 2021 between the University of Chicago Press and Licensee and the Member Institutions of Consortia Canada, as listed below.

Authorized Users and Name of Licensed Material:

| Consortia | Product | Institution Name | 2021-22 USD price (before tax) |
|-----------|------------------|-------------------------------------|--------------------------------|
| BCI | Manual of Style | Concordia University | \$ 1,060.00 |
| BCI | Manual of Style | Université Laval | \$ 1,060.00 |
| BCI | Manual of Style | McGill University | \$ 1,060.00 |
| BCI | Manual of Style | Université de Montréal | \$ 1,060.00 |
| OLCS | Manual of Style | Centennial College | \$ 220.00 |
| OLCS | Manual of Style | Sheridan College | \$ 132.48 |
| CAUL | Manual of Style | Atlantic School of Theology | \$ 220.00 |
| CAUL | Manual of Style | Dalhousie University | \$ 1,060.00 |
| CAUL | Manual of Style | Memorial University of Newfoundland | \$ 1,060.00 |
| CAUL | Scientific Style | Memorial University of Newfoundland | \$ 960.00 |
| CAUL | Manual of Style | Mount Allison University | \$ 220.00 |
| CAUL | Manual of Style | Mount Saint Vincent University | \$ 220.00 |
| CAUL | Manual of Style | Saint Mary's University | \$ 308.00 |
| CAUL | Manual of Style | St. Francis Xavier University | \$ 220.00 |
| CAUL | Manual of Style | University of New Brunswick | \$ 612.00 |
| COPPUL | Manual of Style | Brandon University | \$ 220.00 |
| COPPUL | Manual of Style | University of Manitoba | \$ 1,060.00 |
| COPPUL | Manual of Style | University of Regina | \$ 612.00 |
| COPPUL | Manual of Style | University of Saskatchewan | \$ 1,060.00 |
| OCUL | Manual of Style | Brock University | \$ 612.00 |
| OCUL | Manual of Style | Carleton University | \$ 1,060.00 |
| OCUL | Manual of Style | McMaster University | \$ 1,060.00 |
| OCUL | Manual of Style | Ryerson University | \$ 1,060.00 |
| OCUL | Manual of Style | Trent University | \$ 612.00 |
| OCUL | Manual of Style | University of Toronto | \$ 1,408.00 |
| OCUL | Manual of Style | Western University | \$ 1,060.00 |
| OCUL | Manual of Style | Wilfrid Laurier University | \$ 612.00 |
| OCUL | Manual of Style | Lakehead University | \$ 612.00 |
| OCUL | Manual of Style | University of Windsor | \$ 612.00 |
| OCUL | Manual of Style | University of Waterloo | \$ 1,060.00 |
| OCUL | Manual of Style | University of Ottawa | \$ 1,230.00 |
| OCUL | Scientific Style | Wilfrid Laurier University | \$ 560.00 |
| BCELN | Manual of Style | Camosun College | \$ 220.00 |
| BCELN | Manual of Style | Douglas College | \$ 220.00 |

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|-------|------------------|---|-------------|
| BCELN | Scientific Style | Douglas College | \$ 200.00 |
| BCELN | Manual of Style | Emily Carr University of Art + Design | \$ 220.00 |
| BCELN | Manual of Style | Langara College | \$ 220.00 |
| BCELN | Manual of Style | North Island College | \$ 220.00 |
| BCELN | Manual of Style | Northern Lights College | \$ 220.00 |
| BCELN | Manual of Style | Okanagan College | \$ 220.00 |
| BCELN | Manual of Style | Simon Fraser University | \$ 1,060.00 |
| BCELN | Manual of Style | Thompson Rivers University | \$ 612.00 |
| BCELN | Scientific Style | Thompson Rivers University | \$ 560.00 |
| BCELN | Manual of Style | University of Northern British Columbia | \$ 220.00 |
| BCELN | Manual of Style | University of the Fraser Valley | \$ 308.00 |
| BCELN | Manual of Style | University of Victoria | \$ 1,060.00 |
| BCELN | Scientific Style | University of Victoria | \$ 960.00 |
| BCELN | Manual of Style | Vancouver Island University | \$ 308.00 |
| BCELN | Scientific Style | Vancouver Island University | \$ 280.00 |
| TAL | Manual of Style | Athabasca University | \$ 308.00 |
| TAL | Manual of Style | Concordia University of Edmonton | \$ 220.00 |
| TAL | Scientific Style | Concordia University of Edmonton | \$ 200.00 |
| TAL | Manual of Style | Keyano College | \$ 220.00 |
| TAL | Manual of Style | Mount Royal University | \$ 612.00 |
| TAL | Manual of Style | Red Deer College | \$ 220.00 |
| TAL | Manual of Style | University of Alberta | \$ 1,408.00 |
| TAL | Scientific Style | University of Alberta | \$ 1,280.00 |
| TAL | Manual of Style | University of Calgary | \$ 1,060.00 |
| TAL | Manual of Style | University of Lethbridge | \$ 612.00 |
| TAL | Manual of Style | MacEwan University | \$ 308.00 |
| TAL | Scientific Style | MacEwan University | \$ 280.00 |

License Type:

- ☐ Perpetual Access to full content after cancellation
☐ Limited perpetual access to content after cancellation (*provide details*)
☒ Subscription without continued access after cancellation

Term of Agreement: September 1 2021 to August 31, 2022**Payment Schedule:**

- ☐ One-time purchase
☒ Annual renewal
☐ Maintenance fee
☐ Multi-year payment

Fee and invoicing: Each consortium is invoiced and is responsible for payment of its own members.

Access:

- ☒ Vendor Platform (*Please provide URL*)
☐ Other, please specify (*for local loading, the Agreement for the Local Archiving and Hosting of Licensed Materials or a separate Agreement must also be signed*)

Users: (*in addition to Authorized Users, as defined in Section 1*).

☐ Alumni

☐ Additional Groups of Users: (*Please provide details*)

Additional License Rights or Restrictions:

(*Please provide details on any specifics on the grant of license or usage rights*)

☐ MARC Records

☐ Open Access revenue

In the event that Licensor offers a for-pay open access option to its authors, Licensor agrees to annually review the number of open access articles published in the Licensed Content under the open access option and decrease license fees accordingly.

☐ **AUTHOR'S RIGHT TO USE THEIR OWN WORK**

Authors affiliated with a Member Institution whose work ("Content") is accepted for publication within the Licensed Materials shall retain the non-exclusive, irrevocable, royalty-free right to use their Content for scholarly and educational purposes, including self-archiving or depositing the Content in institutional, subject-based, national or other open repositories or archives (including the author's own web pages or departmental servers), and to comply with all grant or institutional requirements associated with the Content. For the avoidance of doubt, it is the intent of the parties to this Agreement that Authors are third party beneficiaries of this provision of the Agreement.

SCHEDULE 2
Local Archiving and Hosting of Licensed Materials
Intentionally Removed

EXHIBIT A
Intentionally Removed

EXHIBIT B
Intentionally Removed

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

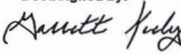
Accepted:

FOR THE LICENSOR: University of Chicago Press

Name: Garrett Kiely

Position / Title: Director

Signature: _____

DocuSigned by:

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Date: 10/26/2021 | 3:51 PM CDT

FOR THE LICENSEE AND MEMBER INSTITUTIONS: BC Electronic Library Network (BCELN)

Name: Anita Cocchia

Position / Title: Executive Director

Signature: 

Date: November 1, 2021

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

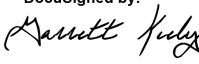
Accepted:

FOR THE LICENSOR: University of Chicago Press

Name: Garrett Kiely

Position / Title: Director

Signature: _____

DocuSigned by:

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Date: _____

**FOR THE LICENSEE AND MEMBER INSTITUTIONS: Council of Pacific and Prairie
University Libraries (COPPUL)**

Name: Vivian Stieda

Position / Title: Executive Director

Signature: Vivian Stieda

Date: Oct 28, 2021

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

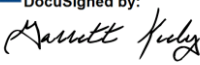
Accepted:

FOR THE LICENSOR: University of Chicago Press

Name: _Garrett Kiely _____

Position / Title: ____Director____

Signature: _____

DocuSigned by:

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10/26/2021 | 3:51 PM CDT

Date: _____

FOR THE LICENSEE AND MEMBER INSTITUTIONS: Ontario Council of University Libraries (OCUL)

Name: _Jacqueline Cato _____

Position / Title: _Information Resources Coordinator _____

Signature: *Cato* _____

Date: _Nov 8, 2021 _____

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

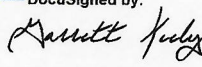
Accepted:

FOR THE LICENSOR: University of Chicago Press

Name: Garrett Kiely

Position / Title: Director

Signature: _____

DocuSigned by:

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Date: _____

FOR THE LICENSEE AND MEMBER INSTITUTIONS: The Alberta Library (TAL)

Name: Aenee Lerslane

Position / Title: Finance Manager

Signature: 

Date: October 27, 2021

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

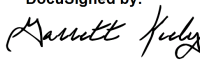
Accepted:

FOR THE LICENSOR: University of Chicago Press

Name: Garrett Kiely

Position / Title: Director

Signature: _____

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Date: _____

FOR THE LICENSEE AND MEMBER INSTITUTIONS: Ontario Colleges Library Service (OCLS)

Name: Michelle Ng

Position / Title: eResources Services & Support, Associate

Signature: Michelle Ng

Date: 27 October 2021

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

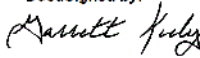
Accepted:

FOR THE LICENSOR: University of Chicago Press

Name: Garrett Kiely

Position / Title: Director

Signature: _____

DocuSigned by:

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10/26/2021 | 3:51 PM CDT

Date: _____

FOR THE LICENSEE AND MEMBER INSTITUTIONS: The Council of Atlantic University
Libraries / le Conseil des bibliotheques universitaires de l'Atlantique (CAUL-CBUA)

Name: Cynthia Holt

Position / Title: Executive Director

Signature: Cynthia Holt

Date: October 27, 2021

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

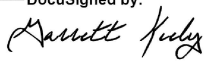
Accepted:

FOR THE LICENSOR: University of Chicago Press

Name: _Garrett Kiely _____

Position / Title: ____Director____

Signature: _____

DocuSigned by:

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Date: _____

**FOR THE LICENSEE AND MEMBER INSTITUTIONS: Bureau de coopération
interuniversitaire (BCI)**

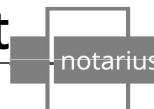
Name: Ginette Legault _____

Position / Title: Directrice générale _____

Signature: _____

Ginette Legault

Signé avec ConSignO Cloud (27/10/2021)
Vérifiez avec verifio.com ou Adobe Reader.



Date: _____