

AMENDMENT 2 to Electronic Products License Agreement

Purpose of this Amendment

The parties

ASTM International, of 100 Barr Harbor Drive, PO Box C700, West Conshohocken, PA, 19428-2959 USA
(herein referred to as "the Licensor")

and

the Bureau de coopération interuniversitaire (formerly known as the Conférence des recteurs et des principaux des universités du Québec (CREPUQ) which changed names on January 3, 2014) which has been authorized to act as the Representative in administering the Business Terms of the License Agreement as defined in Schedule 1 of the Electronic Products License Agreement ("Electronic Products License Agreement") dated 28th of September 2011 on behalf of the participating Consortiums and their Members

desire to amend the Electronic Products License Agreement to provide for the extension of the subscription period from September 15, 2015 to September 14, 2018 and confirm the participating consortiums and their member institutions, their selection of option for participation, and their pricing for the license period.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Amendment Incorporated, Agreement Confirmed:

This Amendment is incorporated in its entirety into the Electronic Products License Agreement, and except as modified hereby, the Electronic Products License Agreement and all of the terms, covenants and conditions of the Electronic Products License Agreement are hereby ratified and confirmed and shall remain in full force and effect. To the extent the provisions of this Amendment 2 conflict with the Electronic Products License Agreement, this Amendment 2 will prevail.

Amendment to add DEFINITIONS to Section 1 of Electronic Products License Agreement:

1.16 Electronic Learning Environments.

The use of electronic systems, such as course management systems, on a Member's secure network for use by its students in connection with specific courses of instruction offered by a Member to its students.

1.17 Text or Data Mining.

A machine process by which information may be derived by identifying patterns and trends within natural language through text categorization, statistical pattern recognition, concept or sentiment extraction, and the association of natural language with indexing terms.

1.18 Accessible Formats.

Content in a format that is perceivable and operable by persons with visual, perceptual or physical disabilities and be usable with assistive devices, such as screen readers and screen reading software. Web content conforms to the ISO Standard (ISO/EC 40500:2012) based on the World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 (<http://www.w3.org/WAI/intro/wcag.php>).

1.19 Digital Rights Management Technology.

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.

1.20 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.

1.21 Discovery Services.

User interface and search systems for discovering and displaying content from local, database and web-based sources.

Amendment to add USAGE RIGHTS to Section 1, Clause 3 USAGE RIGHTS, of Electronic Products License Agreement:

3.18 Electronic Learning Environments.

Member Institutions and Authorized Users may incorporate reasonable portions of, or links to, the Licensed Materials to be used in virtual or managed environments (e.g. course management systems). Each such item shall carry appropriate attribution of the source.

3.19 Text or Data Mining.

Member Institutions and Authorized Users may apply automated tools and processes to the Licensed Materials via the Host Site, for the purposes of data mining, textual analysis and visual mapping of textual relationships, within the context of scholarship or research activities with the prior written approval of ASTM.

3.20 Accessible Formats.

Licensor will provide the Member Institutions and their Authorized Users with access to content in all available formats. Licensor will make reasonable efforts to ensure the content and metadata provided complies with current recognized international standards. Members may alter or modify the Licensed Materials as necessary to provide an equivalent level of service to Authorized Users with disabilities, if the Licensed Materials are not already provided in Accessible Formats.

3.21 Notice of Use of Digital Rights Management Technology.

In the event that Licensor utilizes any type of Digital Rights Management to control the access or the usage of Licensed Materials, Licensor agrees to notify Licensee 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 Licensee or any Authorized User as specified in this Agreement or under applicable law.

3.22 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 or other notices will not be visible to the human eye and will not degrade the quality of the presentation of the document. These watermarks or other notices shall not contain information pertaining to Authorized Users, including account numbers or IP addresses. Licensor agrees to maintain the confidentiality of Authorized Users as required by Section 5.1. If watermarks or other notices are used, Licensor agrees to notify Licensee, in advance, of the name, contact information, and any technical specifications for the technology.

3.23 Author's Right to Use Their Own Work.

Author's Right to Use Their Own Work is limited to journal articles only, which are made available by ASTM in any journal provided in any of the products listed in Attachment 1.

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.

Amendment to amend USAGE RIGHTS in Section 1, Clause 3 USAGE RIGHTS, of Electronic Products License Agreement:

3.11 Interlibrary Loan.

Member Institutions shall be permitted to supply to a library of a non-Member (whether by post, fax email or secure electronic transmission or secure post-to-Web, provided that the Member Institution requests that the electronic file is deleted immediately after printing or other reasonable measures are taken to protect further distribution of the Licensed Materials), for fair dealing purposes and not for Commercial Use, a single copy of an electronic original of an

individual document being part of the Licensed Materials. Files transmitted in this manner must carry the copyright notices in the Licensed Materials. Licensee agrees to fulfill interlibrary loan requests in compliance with sections 29 or 30 of Canadian Copyright Act, as may be amended from time to time.

Amendment to amend Schedule 1, Business Terms, of Electronic Products License Agreement:

Subscription Period - License period options:

This Amendment amends the license period by providing two options for participating institutions. The participating institutions consist of two groups of members, hereby identified as the « 3-Year Group » - having selected option 2 - and the « 1-Year Group » - having selected option 1. For the purposes of this agreement, the 3-Year Group consists of 18 members and the 1-Year Group consists of 16 members, listed in Attachment 1 to this Amendment. Each Group shall be subject to separate license periods, as follows: The 3-Year Group shall be given web-based access to the electronic product during the term beginning September 15, 2015 and concluding September 14, 2018. The 1-Year Group shall be given web-based access to the electronic product during the term beginning September 15, 2015 and concluding September 14, 2016, with the right to subscribe for each of the following yearly terms: September 15, 2016 to September 14, 2017 and September 15, 2017 to September 14, 2018. The 1-Year Group members will confirm their renewal for the second and the third year, at or before the anniversary date (September 15) for each of the two years. Attachment 1 to this Amendment also includes the annual prices for both the 3-year and the 1-year groups.

Access:

This Amendment amends the Access to permit all subscribing institutions to access the subscribed electronic products via the ASTM International platform. Memorial University and University of Alberta are permitted to access the subscribed electronic products via the ASTM International Platform and via the I H S platform, at no additional charge for the I H S platform access.

Billing method:

This Amendment amends the Billing method to be via ASTM International, of 100 Barr Harbor Drive, PO Box C700, West Conshohocken, PA, 19428-2959 USA.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first written below.

Licensee : Bureau de coopération interuniversitaire on behalf of the participating Consortiums and their Members

Signature :  _____

Name : Mr. Claude Bédard
Title : Directeur général, Bureau de coopération interuniversitaire

Date : 13 August 2015

Licensor : ASTM International

Signature :  _____

Name : George Zajdel
Title : Director, Academic Sales & Marketing

Date : 8-13-2015

Attachment 1 to AMENDMENT 2 to Electronic Products License Agreement

Fees

The fee, payable to ASTM International, for the products listed in Attachment 1 is as follows:

Consortium / Institution	ASTM Standards-only BASIC	ASTM Standards-only PLUS	ASTM Complete SEDL BASIC	ASTM Complete SEDL PLUS	Option 1 (1-year)	Option 2 (3-year)	Price per institution 2015-2016	Price per institution 2016-2017	Price per institution 2017-2018	TOTAL PER CONSORTIUM
<i>annual increase</i>							0%	1,90%	1,90%	
Conference of Prairie and Pacific Libraries (COPPUL)										
Memorial University	x					x	6 604 \$	6 729 \$	6 857 \$	20 191 \$
Dalhousie University			x			x	9 641 \$	9 824 \$	10 011 \$	29 476 \$
U Alberta			x			x	9 641 \$	9 824 \$	10 011 \$	29 476 \$
U British Columbia			x			x	9 641 \$	9 824 \$	10 011 \$	29 476 \$
U Calgary			x		x		9 641 \$	9 824 \$	10 011 \$	29 476 \$
U Regina			x			x	9 641 \$	9 824 \$	10 011 \$	29 476 \$
U Saskatchewan			x			x	9 641 \$	9 824 \$	10 011 \$	29 476 \$
U Manitoba			x			x	9 641 \$	9 824 \$	10 011 \$	29 476 \$
SAIT			x		x		9 641 \$	9 824 \$	10 011 \$	29 476 \$
BCIT				x	x		5 000 \$	10 487 \$	10 686 \$	26 173 \$
total for COPPUL							88 732 \$	95 810 \$	97 630 \$	282 172 \$
Bureau de coopération interuniversitaire (BCI)										
Polytechnique Montréal	x					x	6 604 \$	6 729 \$	6 857 \$	20 191 \$
Université de Sherbrooke	x					x	6 604 \$	6 729 \$	6 857 \$	20 191 \$
Université Laval			x			x	9 641 \$	9 824 \$	10 011 \$	29 476 \$
ÉTS			x			x	9 641 \$	9 824 \$	10 011 \$	29 476 \$
total for BCI							32 490 \$	33 107 \$	33 736 \$	99 334 \$
Ontario Council of University Libraries (OCUL)										
Carleton University	x					x	6 604 \$	6 729 \$	6 857 \$	20 191 \$
Guelph, University of	x					x	6 604 \$	6 729 \$	6 857 \$	20 191 \$
Lakehead University	x					x	6 604 \$	6 729 \$	6 857 \$	20 191 \$
Laurentian University	x					x	6 604 \$	6 729 \$	6 857 \$	20 191 \$
Queen's University			x			x	9 641 \$	9 824 \$	10 011 \$	29 476 \$
Ryerson University	x					x	6 604 \$	6 729 \$	6 857 \$	20 191 \$
Toronto, University of		x				x	7 254 \$	7 392 \$	7 532 \$	22 178 \$
Western Ontario, University of	x					x	6 604 \$	6 729 \$	6 857 \$	20 191 \$
Windsor, University of	x					x	6 604 \$	6 729 \$	6 857 \$	20 191 \$
Ontario Institute of Technology			x			x	9 641 \$	9 824 \$	10 011 \$	29 476 \$
Ottawa, University of			x			x	9 641 \$	9 824 \$	10 011 \$	29 476 \$

Waterloo, University of			x		x		9 641 \$	9 824 \$	10 011 \$	29 476 \$
McMaster, University of			x			x	9 641 \$	9 824 \$	10 011 \$	29 476 \$
Royal Military College	x				x		6 604 \$	6 729 \$	6 857 \$	20 191 \$
total for OCUL							16 245 \$	110 349 \$	112 445 \$	331 085 \$
Ontario Colleges Library Services (OCLS)										
Conestoga College	x				x		6 604 \$	6 729 \$	6 857 \$	20 191 \$
Durham College			x		x		9 641 \$	9 824 \$	10 011 \$	29 476 \$
Seneca College	x				x		6 604 \$	6 729 \$	6 857 \$	20 191 \$
Humber College			x		x		9 641 \$	9 824 \$	10 011 \$	29 476 \$
Sheridan College	x				x		6 604 \$	6 729 \$	6 857 \$	20 191 \$
total for OCLS							30 094 \$	39 837 \$	40 594 \$	119 474 \$
Manitoba Library Consortium, Inc (MLCI)										
Industrial Technology Center	x				x		6 604 \$	6 729 \$	6 857 \$	20 191 \$
total for MLCI							6 604 \$	6 729 \$	6 857 \$	20 191 \$
TOTAL	15	1	17	1	16	18	275 211 \$	285 832 \$	291 263 \$	852 306 \$

Attachment 2 to AMENDMENT 2 to Electronic Products License Agreement

1. Data Standards and Discovery Systems Functionality

(Please provide details on the standards and codes of practice supported that Licensee and Member Institutions view are critical to ensuring content is discoverable and usable. Please select all that apply.)

<input checked="" type="checkbox"/>	Project Counter Code of Practice for usage statistics (www.projectcounter.org)
<input type="checkbox"/>	TRANSFER Code of Practice for Journals (www.uksg.org/Transfer/Code)
<input checked="" type="checkbox"/>	KBART and Open URL for journals (www.niso.org/workrooms/kbart)
<input type="checkbox"/>	World Wide Web Consortium Web Content Guidelines (www.w3.org/Consortium)
<input type="checkbox"/>	World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 (www.w3.org)
<input type="checkbox"/>	Level A Compliance
<input type="checkbox"/>	Level AA Compliance
<input checked="" type="checkbox"/>	Provide metadata for indexing in Discovery systems
<input checked="" type="checkbox"/>	EBSCO
<input checked="" type="checkbox"/>	ExLibris
<input checked="" type="checkbox"/>	Google Scholar
<input checked="" type="checkbox"/>	ProQuest/Summon

2. Digital Rights Management Technology

Please select all that are permitted (for those not permitted, please provide details on any timeline limits on these restrictions).

<input checked="" type="checkbox"/>	Article printing or saving by an Authorized User
<input checked="" type="checkbox"/>	Book chapter printing or saving by an Authorized User
<input checked="" type="checkbox"/>	Copy and paste of text from online content
<input checked="" type="checkbox"/>	Unlimited simultaneous access by an Authorized User
<input checked="" type="checkbox"/>	Secure off-line reading by an Authorized User (using Adobe Content Server or other secure content delivery system)

3. Digital Watermarking Technology

<input type="checkbox"/>	Not used
<input checked="" type="checkbox"/>	Watermark used (Please provide details)

Attachment 3 to AMENDMENT 2 to Electronic Products License Agreement

Self Archiving

Self Archiving is limited to journal articles only, which are made available by ASTM in any journal provided in any of the products listed in Attachment 1.

(Please select all that apply.)

Self Archiving Open Access level supported (www.sherpa.ac.uk/romeoinfo.html)

<input type="checkbox"/> Gold	<input type="checkbox"/> Green	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Not supported
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Version of author's publication permitted for self-archiving in institutional repositories :

<input type="checkbox"/> Post-publication with journal formatting	<input type="checkbox"/> Final preprint with some publisher formatting	<input checked="" type="checkbox"/> Unformatted final preprint	<input type="checkbox"/> Other
<input type="checkbox"/> Not supported			

ASTM is currently engaged in discussions with Portico.