

**Consortia Canada**

**License Agreement for Electronic Products**

**THIS AGREEMENT** is made the **1<sup>st</sup> day of July, 2020**

**BETWEEN: Canadian Standards Association, operating as CSA GROUP** of 178 Rexdale Boulevard, Toronto, ON CANADA M9W 1R3 (herein referred to as "the Licensor")

**AND:**

- **Bureau de coopération interuniversitaire**, 500, rue Sherbrooke Ouest, bureau 200, Montréal, QC CANADA H3A 3C6
- **Council of Atlantic University Libraries / Conseil des bibliothèques universitaires de l'Atlantique**, 120 Western Parkway, Bedford, NS CANADA B4B 0V2
- **Council of Prairie and Pacific University Libraries**, High Density Library, 150B – 11711 85th Street N.W., Calgary, AB CANADA T3R 1J3
- **Ontario Colleges Library System**, 789 Don Mills Road, Suite 701, Toronto, ON CANADA M3C 1T5
- **Ontario Council of University Libraries**, 130 St. George St., Toronto, ON CANADA M5S 1A5
- **The Alberta Library**, # 700, 10707 - 100 Avenue NW, Edmonton, AB CANADA T5J 3M1

(each, a "Licensee")

"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; and each Licensee shall be responsible and liable for the acts and omissions of the Member Institutions listed under its name in SCHEDULE A1. A Licensee shall not be liable for any breach or default of another Licensee nor any Member Institution not listed on its applicable Schedule A1. Member Institutions are listed in SCHEDULE 1A.

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 and shall prevail in the event of any conflict or inconsistency between such Exhibit or Appendix and the provisions of the main body of this Agreement.

**IT IS AGREED AS FOLLOWS**

**1. DEFINITIONS**

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

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 with Emeritus or equivalent status; 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 1A 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 1A. 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 1A, 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.
Limited Parts	The lesser of 250 words of any Licensed Material or 10% of the words of the Licensed Material

## **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 in accordance with Section 3 of this Agreement.
- 2.2 In consideration for the Licensor's licensing of the Licensed Materials 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). The Fee is payable in advance upon execution of this Agreement.

## **3. PERMITTED USES**

Subject to the prohibitions set out in Section 4, 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 and display the Licensed Material in the electronic format provided by Licensor. Note that some Licensed Materials may be view only and not downloadable as per Exhibit 1.
- 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. INTENTIONALLY REMOVED.
- 3.4 SCHOLARLY SHARING. Authorized Users may transmit to a third party colleague in hard copy or electronically, Limited Parts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use.
- 3.5 USE IN ACADEMIC RESEARCH. Authorized Users may incorporate Limited Parts of the Licensed Materials in assignments, portfolios, theses and dissertations provided that the Authorized User cites Licensor as the source and copyright owner of the Licensed Materials and includes a disclaimer against using the Limited Part of any Licensed Material without reviewing the entirety of such Licensed Material.
- 3.6 FAIR DEALING. 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.
- 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.  
INTENTIONALLY REMOVED
- 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. INTENTIONALLY REMOVED.
- 3.11 TRAINING. Member Institutions may display and download the Licensed Materials for the purpose of testing or for training Authorized Users or groups of Authorized Users.
- 4. PROHIBITED USES**
- 4.1 COMMERCIAL USE. Use of the Licensed Materials for Commercial Uses is strictly prohibited.
- 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.
- 4.3 Except as expressly permitted above, Member Institutions and Authorized Users may not, nor permit third parties to: (i) make copies of any portion of any of the Licensed Materials in any form; (ii) modify or create derivative and/or competitive products based on any portion of the Licensed Materials; (iii) disclose the Licensed Materials to any other person; (iv) circulate the Licensed Materials or any portion of the Licensed Materials in any manner, including by e-mail, Interlibrary Loans (ILL), Coursepack/Electronic Reserves/Virtual Learning or Data/Text Mining, even for purposes which are not Commercial Use; (v) print copies of the

- Licensed Materials; (vi) translate, rent, lease, sell or assign the Licensed Materials; or (vii) remove any proprietary notice or label appearing on the Licensed Materials.
- 4.4 The Licensor accepts no responsibility whatsoever arising in any way from any use of or reliance on the information contained in the Licensed Materials. In issuing and making the Licensed Materials available, the Licensor is not undertaking to render professional or other services for or on behalf of any person or entity or to perform any duty owed by any person or entity to someone else. The Licensee and each Member Institution and Authorized User assumes full responsibility for the installation of the Licensed Materials and the results obtained from the use or intended use of the Licensed Materials.

## **5. THE LICENSOR'S UNDERTAKINGS**

The Licensor shall:

- 5.1 Warrant to the Licensee and the Member Institutions that it shall use commercially reasonable efforts to ensure that the total downtime directly attributable to the Server supporting the Licensed Materials will amount to less than the equivalent of one full day in any given calendar month. In the event that the total downtime exceeds this amount, as Licensee's and the Member Institutions' sole remedy, the Licensor extend the license term for an amount equal to the amount that the downtime attributable to the Server supporting the Licensed Material is in excess of one full day.
- 5.2 not delete any the Licensed Material. Any new additions to the Licensed Material must be specifically subscribed to by a Member Institution via the following link:  
<http://register.csa.ca/standards.csa.ca~availableupdates~web/UpdateServices.action>.
- 5.3 Notice of the Use of Digital Rights Management Technology. Licensor hereby notify each Licensee that it uses digital rights management technology to control the access to usage of the Licensed Materials in accordance with Exhibit 1 under "DRM". In no event may such Digital Rights Management Technology be used in such a way as to limit the usage rights of a Licensee, 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 Licensor hereby notifies Licensee that digital water technology is applied to the Licensed Materials in accordance with Exhibit 1 under "CSA Watermarking".
- 5.5 The Licensor will provide training to library administrators at the Member Institutions only (but not other individual Authorized Users) and will assist such library administrators with using the user interface, including creating links to individual standards or parts of standards.

## **6. THE LICENSE AND MEMBER INSTITUTIONS UNDERTAKINGS**

The Licensee and each Member Institution 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. TERM AND TERMINATION**

- 7.1 This Agreement shall commence on the date indicated on the first page of this Agreement, 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 both parties have previously agreed in writing including by email communication to renew the subscription. Licensee acknowledges that Licensor reserves the right to adjust the prices set out in Exhibit A1 for any such renewal term, which the Licensee will have an opportunity to review prior to such a renewal.
- 7.2 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.
- 7.3 To the extent that, during the term of this Agreement, Limited Parts of any Licensed Materials have been incorporated into any other materials in accordance with this Agreement, the Licensor hereby grants to the Licensee and its Member Institutions a nonexclusive, royalty-free, perpetual license to use such Limited Parts of the Licensed Materials as part of such other materials. 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. GENERAL**

- 8.1 **Warranty and Licensor Indemnification.** The Licensor 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 but shall not apply to the extent arising out of any breach of this Agreement by any Licensee, Member Institution or Authorized User. **NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS LICENSE IS APPLICABLE TO THIS INDEMNIFICATION.**
- 8.2 **EACH LICENSEE AND ITS MEMBER INSTITUTIONS EXPRESSLY AGREE THAT THE USE OF THE LICENSED MATERIALS AND USE OF ANY ASSOCIATED SOFTWARE, PLUG-INS OR ANY OTHER SUPPORTING OR ENABLING MEDIA, IS AT THEIR SOLE RISK. EXCEPT AS SET OUT ABOVE, THE LICENSOR DOES NOT WARRANT THAT ACCESS TO THE LICENSED MATERIALS WILL BE UNINTERRUPTED OR THAT THE LICENSED MATERIALS WILL BE ERROR FREE. EXCEPT AS SET OUT ABOVE, THE LICENSOR PROVIDES THE LICENSED MATERIALS, ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. EXCEPT AS SET OUT ABOVE IN SECTION 8.1, THE LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO,**

ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AS TO UNINTERRUPTED OR ERROR FREE OPERATION, ACCESSIBILITY, RELIABILITY, ACCURACY, COMPLETENESS, CURRENCY, PRIVACY OR SECURITY, OR OF NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE LICENSOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF DATA, LOSS OF BUSINESS OR ANY OTHER LOSS PURPORTEDLY ARISING OUT OF OR RESULTING FROM THIS LICENCE OR THE USE OF OR ACCESS TO ANY LICENSED MATERIALS EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES, AND REGARDLESS OF WHETHER THEY ARE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

- 8.3 This Agreement and attached Schedule(s) signed by Licensor 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.
- 8.4 Licensor's current "click through" license terms are set out in Exhibit 1 under "CSA Academic Subscription Terms of Use". In the event of any conflict between the 'click-through' terms and this License, the terms of this License shall prevail.
- 8.5 Alterations to this Agreement and to the Schedules to this Agreement are only valid if they are recorded in writing and signed by both parties.
- 8.6 Assignment. This Agreement may not be assigned by either party to any other person or organization without the prior written consent of the other party, nor may either party subcontract any of its obligations, without the prior written consent of the other party, which consent shall not unreasonably be withheld.
- 8.7 Notice. Any notices to be served on either of the parties or on a Member Institution by the other 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.
- 8.8 Force Majeure. Neither party's nor a Member Institution's 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.
- 8.9 Waiver. Failure to enforce any provision of this Agreement shall not be construed to be a waiver of such provision.
- 8.10 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.

- 8.11 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.
- 8.12 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 province of the participating consortium in Canada.



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

**Accepted:**

**FOR THE LICENSOR:**

Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE LICENSEE AND MEMBER INSTITUTIONS:**

**Bureau de coopération interuniversitaire (BCI)**

Name: \_\_\_\_\_ Ginette Legault, Ph. D., Fellow CRHA

Position / Title: \_\_\_\_\_ Directrice générale

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

**Accepted:**

**FOR THE LICENSOR: CSA Group**

Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE LICENSEE AND MEMBER INSTITUTIONS:**

**Council of Atlantic University Libraries / Conseil des bibliothèques universitaires de l'Atlantique (CAUL/CBUA)**

Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

**Accepted:**

**FOR THE LICENSOR: CSA Group**

Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE LICENSEE AND MEMBER INSTITUTIONS:**

**Council of Prairie and Pacific University Libraries (COPPUL)**

Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

**Accepted:**

**FOR THE LICENSOR: CSA Group**

Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE LICENSEE AND MEMBER INSTITUTIONS:**

**Ontario College Library Services (OCLS)**

Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

**Accepted:**

**FOR THE LICENSOR: CSA Group**

Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE LICENSEE AND MEMBER INSTITUTIONS:**

**Ontario Council of University Libraries (OCUL)**

Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

**Accepted:**

**FOR THE LICENSOR: CSA Group**

Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE LICENSEE AND MEMBER INSTITUTIONS:**

**The Alberta Library (TAL)**

Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**

**CSA Watermarking:**

Document Type	Applied Watermark
CSA Documents	Licensed to/autorié à [account_name], [contract#], [email], by CSA Group/par Groupe CSA. Contract expires/contract date d'expiration [expiry date]. Storage, copying, distribution or use on network prohibited. Le stockage, reproduction, la distribution, ou l'utilisation sur le réseau est interdit.
CSA ISO/IEC Adoptions	Licensed to/autorisé à [account_name], [contract#], [email], by/par CSA Group/Groupe CSA with the permission of SCC/avec la permission du CCN. Contract expires/contract date d'expiration [expiry date]. Storage, copying, distribution or use on network prohibited. Le stockage, reproduction, la distribution, ou l'utilisation sur le réseau est interdit.
View Access: CSA ISO/IEC Adoptions	View access copy licensed to/voir la copie d'accès selon la licence à [account_name], [contract#], [email], by/par CSA Group/Groupe CSA with the permission of SCC/avec la permission du CCN. Contract expires/contract date d'expiration [expiry date]. Storage, copying, distribution or use on network prohibited. Le stockage, reproduction, la distribution, ou l'utilisation sur le réseau est interdit.
View Access: CSA Documents	View access copy licensed to/voir la copie d'accès selon la [account_name], [contract#], [email], by/par CSA Group/Groupe Contract expires/contract date d'expiration [expiry date]. Storage distribution or use on network prohibited. Le stockage, reproduction distribution, ou l'utilisation sur le réseau est interdit.

**EXHIBIT 1 (continued)**

**CSA Academic Subscription Terms of Use:**

If your educational institution has purchased a license for use of PDF Documents or other electronic documents as part of a subscription or as part of a rental agreement and has provided you with access to such PDF Documents or other electronic documents on CSA Group’s website, please read the following terms before downloading or viewing the document(s):

CSA Group hereby grants you a non-exclusive, non-assignable, non-sublicenseable, revocable (on termination of the Agreement) license to use the documents solely for academic, non-commercial purposes. You will be able to view and download the documents at any time through CSA Group’s website provided that your education institution’s subscription or rental agreement has not expired, been cancelled or terminated. You may not permit any third party to view the documents. Except as expressly permitted above, unless you have CSA Group’s prior written consent, you may not, nor permit third parties to: (i) make copies of any portion of any of the documents in any form; (ii) modify or create derivative and/or competitive products based on any portion of the documents; (iii) disclose any part of the documents; (iv) circulate the Documents or any portion of the Documents in any manner, including by e-mail, even for academic, non-commercial purposes; or (v) print copies of the PDF documents and such printing is not permitted by the CSA Website platform.

**DRM and Content Policy Regarding Generic College and University IP Access**

**University Subscription DRM Policy**

- IP authenticated access
- No printing
- Copy/paste allowed
- Annotations allowed
- Offline access for 120 days<sup>1</sup>
- 1 year access (term of contract)

<sup>1</sup> Features available for self-registered users only

**College Subscription DRM Policy**

- IP authenticated access
- No printing
- Copy/paste allowed
- Annotations allowed
- Offline access for 120 days<sup>1</sup>



- 1-year access (term of contract)
- Codes are **view access** only<sup>2</sup>

<sup>1</sup> Features available for self-registered users only and excludes Codes

<sup>2</sup> View Access documents contain the following restrictions: no printing, no copy/paste, no sharing, no offline access, no annotations, no search, and no bookmarks. List of documents for view access include C22.1, C22.1HB, B149.1, B149.2, B149.3, B149.5, B149HB, B139 Series.

**SCHEDULE 1A**

**Business Terms – BCI**

This SCHEDULE 1A is dated **July 1, 2020**, to the Agreement dated July 1, 2020, between CSA Group and Licensee and the Member Institutions of BCI, as listed below.

**Name and Description of Licensed Material:** CSA OnDemand™ Subscription Collection

**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:** July 1, 2020 to June 30, 2021

**Payment Schedule:**

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

**Fee and invoicing:**

Annual fees for services provided are given in the table below. CSA Group will also apply credits for any unused portion of existing institutional subscriptions towards the fees associated to this Agreement for those Members as set out in table below.

**Access:**

- Vendor Platform (<https://store.csagroup.org/ondemand>)
- Other, please specify (*for local loading, the Agreement for the Local Archiving and Hosting of Licensed Materials 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

**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.

**DIGITAL RIGHTS MANAGEMENT – see Exhibit 1**

**Authorized Users:**

*(List names of all Member Institutions participating in this Agreement)*

**Authorized Users – BCI**

<b>Members</b>	<b>Product</b>	<b>2020 costs before tax</b>	<b>Credit</b>	<b>Total 2020 costs before tax</b>
Université Laval	CSA Complete Collection	\$14,500.00	\$(8844.75)	\$5,655.25
Université de Sherbrooke	CSA Complete Collection	\$12,100.00		\$12,100.00
École de technologie supérieure	CSA Complete Collection	\$11,495.00		\$11,495.00
Université du Québec à Chicoutimi	CSA No IT Collection	\$7,695.00	\$(5,430.11)	\$2,264.89

**IP Addresses – BCI**

<b>Members</b>	<b>IP Addresses</b>
Université Laval	132.203.227.61 - 132.203.227.64 132.203.235.189 132.203.130.0 - 132.203.130.255 132.203.136.0 - 132.203.136.255 132.203.109.0 - 132.203.109.255 132.203.85.0 - 132.203.85.255 132.203.131.0 - 132.203.131.255
Université de Sherbrooke	132.210.0.0 - 132.210.155.255 132.210.158.0 - 132.210.255.255
École de technologie supérieure	142.137.128.0 - 142.137.255.255
Université du Québec à Chicoutimi	132.212.0.0 - 132.212.255.255

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

**Accepted:**

**FOR THE LICENSOR:**

Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE LICENSEE AND MEMBER INSTITUTIONS:**

**Bureau de coopération interuniversitaire (BCI)**

Name: \_\_\_\_\_ Ginette Legault, Ph. D., Fellow CRHA

Position / Title: \_\_\_\_\_ Directrice générale

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE 1A

### Business Terms – CAUL/CBUA

This SCHEDULE 1A is dated **July 1, 2020**, to the Agreement dated July 1, 2020, between CSA Group and Licensee and the Member Institutions of CAUL/CBUA, as listed below.

#### **Name and Description of Licensed Material:**

CSA *OnDemand*<sup>TM</sup> Subscription Collection

#### **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: July 1, 2020 to June 30, 2021**

#### **Payment Schedule:**

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

#### **Fee and invoicing:**

Annual fees for services provided are given in the table below. CSA Group will also apply credits for any unused portion of existing institutional subscriptions towards the fees associated to this Agreement for those Members as set out in table below.

#### **Access:**

- Vendor Platform ( <https://store.csagroup.org/ondemand>)
- Other, please specify (*for local loading, the Agreement for the Local Archiving and Hosting of Licensed Materials 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.

**DIGITAL RIGHTS MANAGEMENT – see Exhibit 1**

**Authorized Users:**

*(List names of all Member Institutions participating in this Agreement)*

**Authorized Users – CAUL/CBUA**

<b>Members</b>	<b>Product</b>	<b>2020 costs before tax</b>	<b>Credit</b>	<b>Total 2020 costs before tax</b>
University of New Brunswick	CSA Complete Collection	\$12,100.00	\$(8,750.00)	\$3,350.00
Nova Scotia Community College	CSA Complete Collection	\$12,100.00		\$12,100.00
Holland College	CSA Complete Collection – no IT	\$3,850.00		\$3,850.00

**IP Addresses – CAUL/CBUA**

<b>Members</b>	<b>IP Addresses</b>
University of New Brunswick	131.202.*.* 138.119.*.* 192.197.141-143.* 192.207.76.* 198.164.119-120.* 198.164.80-82.*
Holland College	142.87.0.0 to 142.87.255.255
Nova Scotia Community College	142.177.80.1-142.177.80.254 142.177.81.1-142.177.81.254

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

**Accepted:**

**FOR THE LICENSOR: CSA Group**

Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE LICENSEE AND MEMBER INSTITUTIONS:**

**Council of Atlantic University Libraries / Conseil des bibliothèques universitaires de l'Atlantique (CAUL/CBUA)**

Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE 1A

### Business Terms – COPPUL

This SCHEDULE 1A is dated **July 1, 2020**, to the Agreement dated July 1, 2020, between CSA Group and Licensee and the Member Institutions of COPPUL, as listed below.

**Name and Description of Licensed Material:** *CSA OnDemand™* Subscription Collection

**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:** **July 1, 2020 to June 30, 2021**

**Payment Schedule:**

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

**Fee and invoicing:**

Annual fees for services provided are given in the table below. CSA Group will also apply credits for any unused portion of existing institutional subscriptions towards the fees associated to this Agreement for those Members as set out in table below.

**Access:**

- Vendor Platform (<https://store.csagroup.org/ondemand> )
- Other, please specify (*for local loading, the Agreement for the Local Archiving and Hosting of Licensed Materials 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.

**DIGITAL RIGHTS MANAGEMENT – see Exhibit 1**

**Authorized Users:**

*(List names of all Member Institutions participating in this Agreement)*

**Authorized Users – COPPUL**

<b>Members</b>	<b>Product</b>	<b>2020 costs before tax</b>	<b>Credit</b>	<b>Total 2020 costs before tax</b>
British Columbia Institute of Technology	CSA Complete Collection	\$6,075.00	\$(4,220.43)	\$1,854.57
University of Manitoba	CSA Complete Collection	\$14,500.00	\$(11,550.00)	\$2,950.00
University of Northern British Columbia	CSA No IT Collection	\$7,695.00	\$(7,500.00)	\$195.00
Saskatchewan Polytechnic	CSA No IT Collection	\$4,050.00	\$(1,736.11)	\$2,313.89

**IP Addresses – COPPUL**

<b>Members</b>	<b>IP Addresses</b>
British Columbia Institute of Technology	<a href="https://coppul.ca/organizations/ip">https://coppul.ca/organizations/ip</a>
University of Manitoba	<a href="https://coppul.ca/organizations/ip">https://coppul.ca/organizations/ip</a>
University of Northern British Columbia	<a href="https://coppul.ca/organizations/ip">https://coppul.ca/organizations/ip</a>
Saskatchewan Polytechnic	<a href="https://coppul.ca/organizations/ip">https://coppul.ca/organizations/ip</a>

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

**Accepted:**

**FOR THE LICENSOR: CSA Group**

Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE LICENSEE AND MEMBER INSTITUTIONS:**

**Council of Prairie and Pacific University Libraries (COPPUL)**

Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE 1A

### Business Terms – OCLS

This SCHEDULE 1A is dated **July 1, 2020**, to the Agreement dated July 1, 2020, between CSA Group and Licensee and the Member Institutions of OCLS, as listed below.

**Name and Description of Licensed Material:** *CSA OnDemand™* Subscription Collection

**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: July 1, 2020 to June 30, 2021**

**Payment Schedule:**

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

**Fee and invoicing:**

Annual fees for services provided are given in the table below. CSA Group will also apply credits for any unused portion of existing institutional subscriptions towards the fees associated to this Agreement for those Members if and as set out in table below.

**Access:**

- Vendor Platform ( <https://store.csagroup.org/ondemand>)
- Other, please specify (*for local loading, the Agreement for the Local Archiving and Hosting of Licensed Materials 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

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**DIGITAL RIGHTS MANAGEMENT – see Exhibit 1**

**Authorized Users:**

*(List names of all Member Institutions participating in this Agreement)*

**Authorized Users – OCLS**

<b>Members</b>	<b>Product</b>	<b>2020 costs before tax</b>	<b>Credit</b>	<b>Total 2020 costs before tax</b>
Humber College	CSA Complete Collection	\$6,075.00		\$6,075.00
Fanshawe College	CSA Complete Collection	\$6,075.00		\$6,075.00

**IP Addresses – OCLS**

<b>Members</b>	<b>IP Addresses</b>
Humber College	142.214.*.* 192.75.71.*
Fanshawe College	192.139.219-220.* 198.96.18-19.* 205.211.140-145.*

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

**Accepted:**

**FOR THE LICENSOR: CSA Group**

Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE LICENSEE AND MEMBER INSTITUTIONS:**

**Ontario College Library Services (OCLS)**

Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE 1A

### Business Terms – OCUL

This SCHEDULE 1A is dated **July 1, 2020**, to the Agreement dated July 1, 2020, between CSA Group and Licensee and the Member Institutions of OCUL, as listed below.

**Name and Description of Licensed Material:**

CSA *OnDemand*<sup>TM</sup> Subscription Collection

s

**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: July 1, 2020 to June 30, 2021**

**Payment Schedule:**

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

**Fee and invoicing:**

Annual fees for services provided are given in the table below. CSA Group will also apply credits for any unused portion of existing institutional subscriptions towards the fees associated to this Agreement for those Members as set out in table below.

**Access:**

- Vendor Platform (<https://store.csagroup.org/ondemand>)
- Other, please specify (*for local loading, the Agreement for the Local Archiving and Hosting of Licensed Materials 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.

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**DIGITAL RIGHTS MANAGEMENT – see Exhibit 1**

**Authorized Users:**

*(List names of all Member Institutions participating in this Agreement)*

**Authorized Users – OCUL**

<b>Members</b>	<b>Product</b>	<b>2020 costs before tax</b>	<b>Credit</b>	<b>Total 2020 costs before tax</b>
McMaster University	CSA No IT Collection	9,700.00 \$	1,483.87 \$	8,216.13 \$
Queen's University	CSA No IT Collection	9,700.00 \$	6,041.6600 \$	3,658.34 \$
Ontario Tech University (UOIT)	CSA Complete Collection	11,495.00 \$	0	11,495.00 \$
Waterloo, University of	CSA Complete Collection	14,500.00 \$	0	14,500.00 \$

**IP Addresses – OCUL**

<b>Members</b>	<b>IP Addresses</b>
McMaster University	130.113.*.* Proxy: 130.113.111.210
Queen's University	130.15.*.* Proxy: 130.15.241.167
Ontario Tech University (UOIT)	205.211.181.105 Proxy: 205.211.181.105
Waterloo, University of	129.97.*.* Proxy: 129.97.193.44

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

**Accepted:**

**FOR THE LICENSOR: CSA Group**

Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE LICENSEE AND MEMBER INSTITUTIONS:**

**Ontario Council of University Libraries (OCUL)**

Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## SCHEDULE 1A

### Business Terms – TAL

This SCHEDULE 1A is dated **July 1, 2020**, to the Agreement dated July 1, 2020, between CSA Group and Licensee and the Member Institutions of TAL, as listed below.

**Name and Description of Licensed Material:** *CSA OnDemand™* Subscription Collection

**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: July 1, 2020 to June 30, 2021**

**Payment Schedule:**

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

**Fee and invoicing:**

Annual fees for services provided are given in the table below. CSA Group will also apply credits for any unused portion of existing institutional subscriptions towards the fees associated to this Agreement for those Members as set out in table below.

**Access:**

- Vendor Platform ( <https://store.csagroup.org/ondemand>)
- Other, please specify (*for local loading, the Agreement for the Local Archiving and Hosting of Licensed Materials 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 Licensors offers a for-pay open access option to its authors, Licensors 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.

**DIGITAL RIGHTS MANAGEMENT – see Exhibit 1**

**Authorized Users:**

*(List names of all Member Institutions participating in this Agreement)*

**Authorized Users – TAL**

<b>Members</b>	<b>Product</b>	<b>2020 costs before tax</b>	<b>Credit</b>	<b>Total 2020 costs before tax</b>
NAIT	CSA No IT Collection	\$4,050.00		\$4,050.00
Northern Lakes College	CSA Complete Collection	\$5,770.00		\$5,770.00
University of Alberta	CSA Complete Collection	\$14,500.00		\$14,500.00

For greater certainty, Authorized Users shall not include public users of The Alberta Library who are not also Authorized Users of the Member Institutions.

**IP Addresses – TAL**

<b>Members</b>	<b>IP Addresses</b>
NAIT	192.197.128.xxx 199.185.32.20
Northern Lakes College	207.229.33.211 to 207.229.33.212 142.244.11.144 142.244.11.206
University of Alberta	129.128.*.* 142.244.0-10.* 142.244.12-251.* 198.161.218.* 199.185.2-3.* 209.115.220-221.* EZ Proxy Servers: 129.128.216.34 129.128.216.32

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

**Accepted:**

**FOR THE LICENSOR: CSA Group**

Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE LICENSEE AND MEMBER INSTITUTIONS:**

**The Alberta Library (TAL)**

Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE 1B**

**PRICING PROPOSAL**

This pricing proposal was used to calculate pricing for the Members identified in all the Schedule 1A of this Agreement, as offered by CSA Group to Consortia Canada in March, 2020.

Pricing is based on total cumulative participation by all Members, regardless of Consortium, library type (University or College) or product selection (Complete Collation or Complete Collection No IT). All pricing is in Canadian dollars (CAD) before taxes.

**UNIVERSITY PRICING**

<b>Complete Collection</b>	<b>FTE</b>	<b>11 to 20 libraries</b>
Very Small	≤ 10,000	\$11,495
Small	10,000 to 25,000	\$12,100
Medium	25,001 to 50,000	\$14,500
Large	≥ 50,001	\$17,800

<b>No IT Collection</b>	<b>FTE</b>	<b>11 to 20 libraries</b>
University pricing		
Very Small	≤ 10,000	\$7 695
Small	10,000 to 25,000	\$8 100
Medium	25,001 to 50,000	\$9 700
Large	≥ 50,001	\$11 300

**COLLEGE PRICING**

<b>Complete Collection</b>	<b>FTE</b>	<b>11 to 20 libraries</b>
Very Small	≤ 10,000	\$5 770
Small	10,000 to 25,000	\$6 075
Medium	25,001 to 50,000	\$7 290
Large	≥ 50,001	\$8 900

<b>No IT Collection</b>	<b>FTE</b>	<b>11 to 20 libraries</b>
Very Small	≤ 10,000	\$3 850
Small	10,000 to 25,000	\$4 050
Medium	25,001 to 50,000	\$4 860
Large	≥ 50,001	\$5 670

**SCHEDULE 2**

**Local Archiving and Hosting of Licensed Materials**

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**EXHIBIT A**

**eBooks  
Purchase Terms and Conditions**

**INTENTIONNALLY LEFT BLANK**

**EXHIBIT B**

**Terms and Conditions of Use for eBooks  
Subscription Terms and Conditions**

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