

CURIO.CA WEBSITE SUBSCRIPTION

PART 1 – Specific Conditions

<p>“CBC” CANADIAN BROADCASTING CORPORATION/ SOCIÉTÉ RADIO-CANADA 1400 René Lévesque Blvd. E. Montreal, Quebec H2L 2M2</p> <p>Contact: Veronica Barton Head, Educational Sales</p> <p>Phone: 514-597-5918</p> <p>E-mail: veronica.barton@cbc.ca</p>	<p>“Organization” ONTARIO COUNCIL OF UNIVERSITY LIBRARIES 130 ST. GEORGE ST. TORONTO, ON M5S 1A5</p> <p>Contact: Jacqueline Cato Information Resource Coordinator</p> <p>Phone: (613) 562-5800 x 8752</p> <p>E-mail: jacqueline.cato@utoronto.ca</p>
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Subscription to the Curio.ca website for the period:

I. Initial Term: **September 1, 2018 to August 31, 2019.**

SERVICES:



DESCRIPTION	AMOUNT
Access to Base Service (284,737 FTE x 40 cents)	\$113,894.80
News in Review (78,608 FTE x 5 cents)	\$3,930.40
Total:	\$117,825.20

+ TAXES

Authorized logo:  **curio.ca**

The Organization also acknowledges having read and understood the provisions of Part 2 – General Terms and Conditions attached hereto and acknowledges that they are an integral part of the Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have signed this Agreement.

<p>CBC</p> <p>Signature:  _____</p> <p>Name: Elizabeth Heurtelou Title: Director, Subscription Services Sales and Marketing, Distribution and partnerships CBC & Radio-Canada Media Solutions</p> <p>Signature:  _____</p> <p>Name: Guillaume Turcotte Title of representative of Finance: Senior Manager, Finance</p>	<p>ONTARIO COUNCIL OF UNIVERSITY LIBRARIES</p> <p>Signature:  _____</p> <p>Name: John Barnett Title: OCUL Executive Director</p>
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CURIO.CA WEBSITE SUBSCRIPTION PART 2 – General Terms and Conditions

1. DEFINITIONS

In this Agreement, the following definitions apply:

"Basic Service": Any audio and audio-visual content, image or text available via the general platform of the Curio.ca website upon payment of the basic subscription fee;
"Curio.ca website": The Curio.ca website operated by CBC;
"Establishments": Educational establishments that are part of the Organization's network;
"Groups": As specified in Schedule A of this Agreement;
"Logo": The logo authorized by CBC appearing in Part 1 of this Agreement;
"Service": Basic Service and Specialized Service;
"Specialized Service": Any content of specialty channels selected by the Organization (listed in Part 1) and made available via the Curio.ca website upon payment of an additional fee for each specialty channel;
"Teacher(s)": A teacher or teachers acting under the authority of the Organization;
"Territory": Canada;
"Users": Students or users of the Establishments, as well as Teachers.

2. PURPOSE

CBC hereby grants to the Organization access to the Service according to the terms and conditions set out in this Agreement.

3. TERM

Initial Term: As stated in Part 1 of this Agreement.

Renewal: This Agreement shall be renewed automatically on September 1 each year for an additional period of one (1) year, unless otherwise specified in writing by one party to the other at least thirty (30) days before the renewal date.

4. RIGHTS GRANTED

In consideration for payment of the amount provided for in Section 5 of this Agreement, CBC grants to the Organization the following rights for the Term and the Territory:

General access:

- 4.1 The non-exclusive right to make the Service available to Users via any digital device located in the premises of the Establishments and owned by the Organization, including mobile devices and TV monitors with internet connections;
- 4.2 The non-exclusive right to broadcast the Service within the premises of the Establishments, for educational purposes and not for profit motive, to an audience consisting mainly of Users;
- 4.3 The non-exclusive right to use the Logo, only in relation with the presentation and use of the Service within the Establishments.

Special access by account:

- 4.4 The right to authorize the number of accounts for each Group as specified in Schedule A hereto. An account allows a Teacher to create a custom profile and

provide access to the Service from outside the Establishments, for personal use only;

4.5 Allocation and management of accounts:

- 4.5.1 CBC shall provide the Organization with an access code for each Group;
- 4.5.2 Each access code will enable the creation of the number of accounts specified in Schedule A hereto;
- 4.5.3 The Teacher must create his or her account using an email address belonging to the Organization;
- 4.5.4 CBC retains the management of each account, and reserves the right to withdraw or interrupt account access to a Teacher if it suspects him of sharing account access with a third party or if he fails to comply with the Curio.ca website Terms of Use;

5. FINANCIAL CONDITIONS

5.1 In consideration of the rights granted hereunder, the Organization shall pay to CBC:

- i) for the initial Term: the total amount stated in Part 1 of this Agreement, payable upon receipt of the invoice; and
- ii) for subsequent years: the total amount stated in the notice of renewal to be transmitted to the Organization ninety (90) days prior to the Agreement renewal date, payable annually within thirty (30) days following the renewal date.

5.2 Amounts do not include provincial and federal taxes.

5.3 All amounts referred to in this Agreement are payable in Canadian dollars.

5.4 If the above-mentioned payment is not made, the Organization shall be forbidden from using the Service and CBC shall be entitled to interrupt or withdraw all Service access.

6. TERMS OF USE

The Organization undertakes to comply with the Curio.ca website Terms of Use available at the address <http://www.curio.ca/ca/conditionsutilisation> as well as with the general terms of use CBC websites available at <http://www.cbc.ca/about/cbc/discover/termsuse.html>, which form an integral part of this Agreement and which the Organization acknowledges having read and understood.

The Organization further undertakes to take reasonable means to prevent illegal use of the Service, the Curio.ca website and/or the Content, including preventing any reproduction of the Content by Users.

7. WARRANTIES AND DECLARATIONS

7.1 CBC represents and warrants that:

- a) it is the holder of all rights and is authorized to grant the rights, authorizations and privileges described in this Agreement;
- b) it is a Canadian crown corporation established pursuant to the provisions of the *Broadcasting Act*, and that it has full authority to enter into this Agreement, with no encumbrance, limitation or restriction, and that it has not entered into any agreement with another organization or physical or moral person that may hinder the performance of its obligations hereunder; and
- c) its signatories are duly authorized representatives, vested with all necessary authority to sign this Agreement on behalf of CBC.

7.2 The Organization represents and warrants that:

- a) it has the full right and power to enter into and perform this Agreement, and that there is no prior agreement with anyone that may hinder in any way the performance of its obligations hereunder;
- b) its signatories are duly authorized representatives, vested with all necessary authority to sign this Agreement on behalf of the Organization; and
- c) it shall not use the Service, the Curlo.ca website and/or the Content in a manner that may be considered offensive, defamatory, illicit or contrary to the interests of CBC or of any person, or that may be harmful to the reputation of CBC or of any person.

8. INDEMNIFICATION

Each party to this Agreement, namely Organization or CBC, shall hold harmless and indemnify the other party against any type of damage (including, in particular, any loss, expenses, external legal expenses, court costs and extrajudicial costs) and for any claim of any nature that results from the failure to honour its obligations, warranties or representations stipulated in this Agreement. This paragraph remains current after the expiration of the Agreement.

9. DEFAULT

- 9.1 This Agreement may be terminated by CBC immediately in the event that the Service is used for purposes other than those stipulated herein. In such event, the Agreement shall be terminated without notice or delay, subject to the other rights and remedies of CBC, and no amount paid shall be refundable, regardless of the time of year at which default occurred.

This Agreement may also be terminated by either party if the other party fails to fulfill any of its undertakings or obligations hereunder.

In such event, the party that is not in default may, by means of written notice, clearly state the nature of

the violation or failure complained of. If, within ten (10) days following the date of such notice, the party in default has not remedied the violation or failure to the reasonable satisfaction of the party that is not in default, or has not provided assurance of its intent to comply with the provisions of this Agreement, the party that is not in default may unilaterally terminate this Agreement as of right, without legal recourse or other formality, without prejudice to its right to claim damages. The party that is not in default may not unreasonably refuse to declare itself satisfied with the remedy of a failure.

- 9.2 CBC and the Organization shall not be considered to be in default in the performance of their obligations hereunder when such performance is delayed, prevented or hindered by an event of force majeure. Strikes and lockouts shall, for the purposes of this Agreement, be considered to be events of force majeure.

10. NOTICE

- 10.1 Any notice, request or other communication required or permitted pursuant to this Agreement shall be in writing and may be transmitted by hand, by mail, by e-mail or by facsimile (transmission by the latter means shall be followed by a physical copy transmitted by mail), addressed for each of the parties to the person and the address indicated in Part 1 of this Agreement, or to any other person, address or facsimile number that on or the other party may state to the other by means compliant with this section.

- 10.2 Notice shall be deemed effective two business days after it is sent, except that notice by e-mail is received by the addressee when it enters the addressee's information system and becomes capable of being retrieved and processed.

11. GENERAL PROVISIONS

- 11.1 The terms of this Agreement are confidential and shall not be disclosed by either party without prior written consent from the other party.
- 11.2 CBC is subject to The *Access to Information Act*, R.S. 1985, c. A-1 as amended from time to time. As a consequence, records held by CBC may be subject to a request for access and may be disclosed if no exclusion or exemption provided for the Act applies.
- 11.3 This Agreement is not assignable. The Organization may not transfer this Agreement to any third party without the prior written authorization of CBC.
- 11.4 This Agreement includes all of the conditions provided for between the parties, supersedes and invalidates, for all legal purposes, any prior agreement between them, and no further agreement, addition or amendment to this Agreement shall bind the parties unless it is made in writing and signed by the parties.

- 11.5 Non-waiver – The default or delay by a party in exercising a right, recourse or privilege pursuant to this Agreement does not involve the waiver of any right, recourse or privilege. Moreover, no waiver to invoke a default or a breach of this Agreement by either party shall be interpreted as a waiver to subsequently invoke this or any other breach. Likewise, a party is not foreclosed from subsequently exercising a right, recourse or privilege it has not exercised previously in whole or in part.
- 11.6 Severability – Each of the clauses of this Agreement is severable from the others. Any decision of a court or other competent judicial body, declaring that any of the clauses or a part thereof is null and void, unlawful or unenforceable shall have no effect on the validity or enforceability of the other provisions of this Agreement, which shall remain in force, except if this decision has the effect of rendering the Agreement devoid of its substance.
- 11.7 Applicable Law and Forum – This Agreement is deemed to be made in accordance with the laws of the Province of Quebec and the federal laws applicable in this province, which govern its interpretation, performance and application, regardless of any conflict of law provisions. The parties agree to attorn the exclusive jurisdiction of the courts of Quebec of the judicial district of Montreal, including that of the Federal Court.