

**Consortia Canada**

**License Agreement for Electronic Products**

**THIS AGREEMENT** is made the 26<sup>th</sup> day of September 2014

**BETWEEN: Informit** of [full address] (herein referred to as "the Licensor")

**AND: [ Name of Participating Consortium]** (herein referred to as 'the 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; 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 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:

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 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 for **research and study purposes**.
- 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 reference (including links) to 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. For the avoidance of doubt, the licensed material may not be incorporated into course packs, but references to the licensed material in the form of citations or links.

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 total downtime directly attributable to the Server supporting the Licensed Materials will amount to less than the equivalent of 500 hours in a year. In the event that the total downtime exceeds this amount, the Licensor will make appropriate restitution, such as providing a special discount equivalent to the amount of the excessive downtime to the product on the next renewal, extending the license term, or providing a refund.

5.2 On written request of the Licensee give reasonable notice to the Licensee and the Member Institutions of any additions, modifications to, or deletions of the Licensed Material, provided

the Licensee makes no more than one request in each six month period. Failure by the Licensor to provide such reasonable notice shall be grounds for immediate termination of the Agreement by the Licensee and the Member Institutions. If any modifications render the Licensed Materials significantly less useful to the Member Institutions, the Licensee and the Member Institutions may treat such modifications as a material breach under sections 7.2 and 7.3 of this Agreement.

- 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 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, 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, in advance, of the name, contact information, and any technical specifications for the technology used.

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

The Licensee and each Member Institution shall:

- 6.1 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.
- 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 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 Licensor.

7.4 The Licensor hereby grants to the Licensee and its participating Member Institutions a nonexclusive, royalty-free, subscription license to use all material added to the Licensed Materials under the subscription term of this Agreement. Access to Licensed Materials will discontinue for participating Member Institutions upon cancelling a subscription.

## 8. GENERAL

- 8.1 Warranty and 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. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS LICENSE IS APPLICABLE TO THIS INDEMNIFICATION.
- 8.2 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.
- 8.3 Notice of terms of "click-through" license terms: in the event that Licensor uses a "click-through" license for end users, Licensor 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.
- 8.4 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.
- 8.5 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, 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.
- 8.6 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 email 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 email.
- 8.7 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.

- 8.8 Waiver. Failure to enforce any provision of this Agreement shall not be construed to be a waiver of such provision.
- 8.9 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.
- 8.10 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.
- 8.11 This Agreement shall be governed by and construed in accordance with the laws of the province of [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 [province of participating consortium], Canada.

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

**Accepted:**

**FOR THE LICENSOR: [Full Name]**

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

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

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

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

**FOR THE LICENSEE AND MEMBER INSTITUTIONS: [Full Name]**

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

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

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

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

## SCHEDULE 1

### Business Terms

This Schedule 1 is dated \_\_\_\_\_ to the Agreement dated \_\_\_\_\_ between [name of Licensor] and Licensee and the Member Institutions of Consortia Canada, as listed below.

*Note to lead consortium:*

*The following is a sample of the information to include in the “Business Terms”. This portion of the License may take a variety of forms, for example a Licensee’s Order Form in spreadsheet format, or a vendor’s Product Order Form. The Business Terms should be identified as a Schedule to this License, indicating the License Name and Date, and signed by appropriate signing authorities. In addition, the Business Terms may be used to clarify technical specifications where these are considered essential to the license per se.*

**Name and Description of Licensed Material:** *(Please provide full and accurate listing of product contents)*

**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:**

**Payment Schedule:**

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

**Fee and invoicing:**

**Access:**

- Vendor Platform *(Please provide URL)*
- 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.

**Authorized Users:**

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

**Accepted:**

**FOR THE LICENSOR: [Full Name]**

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

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

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

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

**FOR THE LICENSEE AND MEMBER INSTITUTIONS: [Full Name]**

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

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

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

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

## SCHEDULE 2

### Local Archiving and Hosting of Licensed Materials

This Schedule 2 is dated \_\_\_\_\_ to the Agreement dated \_\_\_\_\_ between [name of Licensor] and Licensee and the Member Libraries of Consortia Canada, as listed in Schedule 1.

#### 1. General

Licensor agrees to deliver DRM-free electronic copies of the Licensed Materials to the Licensee and the Member Institutions for the purposes of loading onto its server(s) and to provide access to its Member Institutions and Authorized Users (also known as 'local hosting'). Licensee and Member Institutions hosting services are limited to those servers within the Server Domain name of [*insert specific details*] and related IP address ranges.

#### 2. Format

Licensor agrees to provide Licensed Materials in the following formats:

- PDF image files for the full-text of content.
- SGML or XML structure information (commonly known as 'headers' or 'header data') for each article conforming to the publishers DTD or XML Schema.
- Other Formats (subject to approval by Licensee and Member Institutions)

Please Specify:

**Metadata:** In addition, Licensor agrees to provide Licensee and Member Institutions with any other metadata information, including any DTD or XML Schemas, for the purposes of accurately loading, storing and rendering the Licensed Materials on the Server(s) operated by the Service Provider.

**Portability:** Licensee and Member Institutions shall have the right to migrate the Licensed Content on a locally hosted system to new formats, in response to technological change, in order to ensure ongoing access to Authorized Users, within the framework of this Agreement. Digital rights management technology shall not interfere with this right.

Licensor agrees to use reasonable efforts to assist the Licensee and Member Institutions in all activities required to render a faithful reproduction of the Licensed Materials on the Licensee's and Member Institutions' servers, including making appropriately trained staff available during normal business hours for assistance (8:00 am to 4:00 pm EST).

The content of the Licensed Materials provided shall not normally materially differ from any equivalent print editions of books. Any exceptions shall be identified and agreed upon in advance by both Licensor and Licensee and Member Institutions.

**3. Schedule of Delivery**

Licensor agrees to make copies of the Licensed Materials available to the Licensee and Member Institutions in a format consistent with this License within a reasonable time period. For the purposes of clarity, Licensor will provide all current Licensed Materials within a period of ninety (90) working days from the date of this License. In addition, Licensor agrees to provide Licensee and Member Institutions with any subsequent content or update to the Licensed Materials after the first appearance of the Licensed Materials on the Licensor's web server(s) within a period of thirty (30) working days.

**4. Notification of Updates**

Licensor agrees to provide Licensee and Member Institutions with information pertaining to any subsequent modifications to the Licensed Materials within a period of ten (10) working days.

**5. Withdrawal of Licensed Materials**

Licensor shall give written notice of any intention to withdraw any part of the Licensed Materials from their Server in accordance with Section 5.2 of this License. Licensor may request that the Licensee and Member Institutions remove an item or part(s) of the Licensed Materials present on the server(s) operated by the Service Provider by providing detailed rationale in writing to the Licensee and Member Institutions no less than sixty (60) days prior to the scheduled date of removal from Licensor's Server. Licensor shall not knowingly cause the removal or deletion of any part of the Licensed Materials on the Server(s) operated by the Service Provider through the use of data loads or any related data delivery mechanisms or processes. Licensee and Member Institutions retain the right to archive and continue to provide access to the withdrawn Licensed Material provided that a permanent note, mark or URL link is made indicating that the Licensed Material has been removed from the Licensor's Servers. Where possible, a link will be made from the Server(s) operated by the Service Provider to the Licensor's Server to provide the rationale as to why the Licensed Material was removed.

**6. Termination**

Should the Licensor decide to terminate the agreement, the Licensed Materials would remain on local servers in perpetuity. Access rules and Copyright as stated in this license remain in place.

**7. Contacts for the Service Provider**

**Accepted:**

**FOR THE LICENSOR: [Full Name]**

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

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

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

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

**FOR THE LICENSEE AND MEMBER INSTITUTIONS: [Full Name]**

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

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

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

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

## EXHIBIT A

### eBooks Purchase Terms and Conditions

This Exhibit A is dated \_\_\_\_\_ to the Agreement dated \_\_\_\_\_ between [name of Licensor] and Licensee and the Member Institutions, as listed below.

Licensor hereby grants to Licensee and Member Institutions a non-exclusive, royalty-free, perpetual license to use any Licensed Content that is accessible during the term of this Agreement. Such use shall be in accordance with the provisions of the Agreement, which provisions shall survive any termination of the Agreement. The means by which the Member Institutions shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

Perpetual access may be provided by local loading of the content by Licensee or the Member Institution for access as provided for under Schedule 2, or at the vendor's site after termination of the remainder of the contract, in which case reasonable fee(s) for ongoing access may apply.

The Licensee or the Member Institution may participate in networks with other Libraries or Consortia for the purposes of ensuring preservation (e.g., LOCKSS networks), but not for providing access to other members of such networks not included in this Agreement.

#### 1. Licensed Content

The Licensed Materials governed by this Exhibit are set forth in [insert link to Licensed Content site(s)/add appendix listing content].

#### 2. Hosting Fee And Pricing

Licensee or Member Institutions shall pay Licensor the following annual hosting fee in accordance with the terms of the Agreement.

Hosting Fee for Product Initial Term. \$ \_\_\_\_\_

Hosting Fee for Product Renewal Term of [insert time period/dates]. \$ \_\_\_\_\_

#### 3. Permitted Uses

[Add any desired use here that is not already covered in the Agreement].

#### 4. Book Content Delivery

#### 5. Perpetual Access And Use

Providing that full payment of the total purchase price is made, per Section 2, a Member Institution retains the right to perpetual access to the digital version of the purchased ebooks on the Licensor's server.

*[Negotiable]* So long as the Member Institution has purchased access to an eBook Collection within the previous 24-month period, perpetual access to previously purchased ebooks will be made available on the Licensor's server at no charge. Should a Member Institution not have purchased any further eBook Collections in the previous 24-month period, Licensor reserves the right to charge a reasonable annual fee to that Member Institution to recover the costs for providing continuing access and customer support on the Licensor's platform.

Member Institutions may participate in the archiving of one complete copy of the Licensed Materials, and to use such archived Licensed Materials in the event the Licensor discontinues or suspends selling or licensing the Licensed Materials. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. Licensed Materials may be made available to any Member Institutions who indicate a right to those Licensed Materials.

Licensor acknowledges that Licensee and Member Institutions may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavors such as Portico, CLOCKSS, LOCKSS, or Scholars Portal to exercise Licensee and Member Institutions' rights under this Agreement. Licensee and Member Institutions agree to cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement.

The Parties have executed this Exhibit by their respective, duly authorized representatives on the dates written below.

**FOR THE LICENSOR: [Full Name]**

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

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

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

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

**FOR THE LICENSEE AND MEMBER INSTITUTIONS: [Full Name]**

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

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

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

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

## EXHIBIT B

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

*[Select this Exhibit for subscription eBooks]*

This Exhibit B is dated \_\_\_\_\_ to the Agreement dated \_\_\_\_\_ between [name of Licensor] and Licensee and the Member Institutions, as listed below.

Licensor hereby grants to Licensee and Member Institutions on its own behalf, and on behalf of the Member Institutions, a License pursuant to the terms of the Agreement and this Exhibit.

#### 1. Licensed Content

The Licensed Materials governed by this Exhibit are set forth in [insert link to Licensed Content site(s)/add appendix listing content].

#### 2. Term

This Exhibit shall commence on \_\_\_\_\_ and remain in effect through \_\_\_\_\_ the “Initial Term”). The Initial Term may be extended upon Licensor’s receipt of payment of the renewal access fee for an additional twelve (12) month period (each a “Renewal Term”) which shall be due within forty-five (45) days of the date of the invoice. The Initial Term and any Renewal Term shall collectively be referred to herein as the “Term”. On completion of the Term, Licensor’s obligations set forth in the Agreement and this Exhibit shall automatically cease.

Notwithstanding the foregoing, the Parties may terminate this Exhibit as follows.

a. Either party may terminate upon thirty (30) days written notice prior to the end of any Term (i.e., the Initial Term or any Renewal Term); and

b. Licensor may terminate if payment for a Renewal Term is not received within forty-five (45) days of the date of invoice.

*[Delete if perpetual access is negotiated]* Notwithstanding anything herein to the contrary, upon expiration or termination of this Exhibit, Licensee’s and Member Institutions’ right to access and use the Licensed Content and/or the Licensor’s platform as set forth herein shall immediately cease and for the avoidance of doubt, Licensee and Member Institutions will have no right to continued and/or perpetual access or use of the Licensed Content(s) and/or the Licensor’s platform.

#### 3. Permitted Uses

[Add any desired use here that is not already covered in the Agreement].

#### 4. Restricted Uses

**5. Book Content Delivery**

The Parties have executed this Exhibit by their respective, duly authorized representatives on the dates written below.

**FOR THE LICENSOR: [Full Name]**

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

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

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

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

**FOR THE LICENSEE AND MEMBER INSTITUTIONS: [Full Name]**

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

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

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

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