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B. The Licensee is authorized to provide on-site access through the Sites to the Databases to any Authorized User. The Licensee may not post passwords to the Databases on any publicly indexed websites. The Licensee and Sites are authorized to provide remote access to the Databases only to their patrons as long as limited security procedures are undertaken that will prevent remote access by institutions, employees at non-subscribing institutions or individuals, that are not parties to this Agreement who are not expressly and specifically granted access by EBSCO. **Remote access to the Databases is permitted to patrons of subscribing institutions accessing from remote locations for personal, non-commercial use. However, remote access to the Databases from non-subscribing institutions is not allowed if the purpose of the use is for commercial gain through cost reduction or avoidance for a non-subscribing institution. Remote access for personal use from these institutions is permissible.**

C. Licensee and Authorized Users agree to abide by the Copyright Act of 1976 as well as any contractual restrictions, copyright restrictions, or other restrictions provided by publishers and specified in the Databases. Pursuant to these terms and conditions, the Licensee and Authorized Users may download or print limited copies of citations, abstracts, full text or portions thereof provided the information is used solely in accordance with copyright law. Licensee and Authorized Users may not publish the information. Licensee and Authorized Users shall not use the Database as a component of or the basis of any other publication prepared for sale and will neither duplicate nor alter the Databases or any of the content therein in any manner nor use same for sale or distribution. Licensee and Authorized Users may create printouts of materials retrieved through the Databases via on-line printing, off-line printing, facsimile or electronic mail. All reproduction and distribution of such printouts, and all downloading and electronic storage of materials retrieved through the Products shall be for internal or personal use. Downloading all or parts of the Databases in a systematic or regular manner so as to create a collection of materials comprising all or part of the Databases is strictly prohibited whether or not such collection is in electronic or print form. Notwithstanding the above restrictions, this paragraph shall not restrict the use of the materials under the doctrine of "fair use" as defined under the laws of the United States. Publishers may impose their own conditions of use applicable only to their content. Such conditions of use shall be displayed on the computer screen displays associated with such content. The Licensee shall take all reasonable precautions to limit the usage of the Databases(s) to those specifically authorized by this Agreement.

D. Authorized Sites may be added or deleted from this Agreement as mutually agreed upon by EBSCO and Licensee

E. Licensee agrees to comply with the Copyright Act of 1976, and agrees to indemnify EBSCO against any actions by Licensee that are not consistent with the Copyright Act of 1976.

F. The computer software utilized via EBSCO's service(s) is protected by copyright law and international treaties. Unauthorized reproduction or distribution of this software, or any portion of it, is not allowed. User shall not reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the software, or create derivative works from the software.

II. LIMITED WARRANTY AND LIMITATION OF LIABILITY

A. EBSCO disclaims all warranties, express or implied, including, but not limited to, warranties of merchantability, noninfringement, or fitness for a particular purpose. EBSCO neither assumes nor authorizes any other person to assume for EBSCO any other liability in connection with the licensing of the Database(s) under this Agreement and/or its use thereof by the Licensee and Sites or Authorized Users.

B. THE MAXIMUM LIABILITY OF EBSCO AND ITS LICENSORS, IF ANY, UNDER THIS AGREEMENT, OR ARISING OUT OF ANY CLAIM RELATED TO THE PRODUCTS, FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY EBSCO FROM LICENSEE HEREUNDER UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED. IN NO EVENT SHALL EBSCO OR ITS LICENSORS BE LIABLE TO LICENSEE OR ANY AUTHORIZED USER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF THE DATABASES OR SERVICES OR TO THESE TERMS AND CONDITIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

III. PRICE AND PAYMENT

A. License fees have been agreed upon by EBSCO and the Licensee, and includes all retrospective issues of the Product(s) as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to EBSCO or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within 30 days. Delinquent invoices are subject to interest charges of 12% per annum on the unpaid balance (or the maximum rate allowed by law if such rate is less than 12%). The Licensee will be liable for all costs of collection. Failure or delay in rendering payments due EBSCO under this Agreement will, at EBSCO's option, constitute material breach of this Agreement. If changes are made resulting in addendums to the Listing of Authorized Sites, Product(s) and Pricing identified in this Agreement pro rata adjustments of the contracted price will be calculated by EBSCO and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. Payment will be due upon receipt of any additional pro rata invoices and will be deemed delinquent if not received within thirty days of the invoice dates.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Database(s) under this Agreement, whether or not such taxes are invoiced by EBSCO, will be the exclusive responsibility of the Licensee and/or Sites.

IV. TERMINATION

A. In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from EBSCO. Within the period of such notice Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, EBSCO may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If EBSCO becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Product(s). Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Databases. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, EBSCO may terminate this Agreement upon written notice to the Licensee.

C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

V. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT

EBSCO has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with our services. Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: Kim Stam, EBSCO Publishing, 10 Estes Street, Ipswich, MA 01938, phone: 978-356-6500, fax: 978-356-5191, email: kstam@epnet.com. In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512.

VI. GENERAL

A. Neither EBSCO nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

B. This Agreement and the license granted herein may not be assigned by the Licensee to any third party without written consent of EBSCO.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the EBSCO Publishing EBSCOhost LICENSE Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

E. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described here.

EBSCO PUBLISHING LICENSE ADDENDUM

This Addendum to the **EBSCO PUBLISHING LICENSE AGREEMENT** is made between EBSCO Industries Inc., with offices at 1221 Avenue of the Americas, New York, NY, 10020 ("EBSCO"), and the Council of Prairie and Pacific University Libraries (COPPUL), whose principal office is located at Room 219 Koerner Library, University of British Columbia, 1958 Main Mall Vancouver, British Columbia V6T 1Z2 ("Licensee"), as of March 1, 2018, (the "Effective Date").

COPPUL agrees to the **EBSCO PUBLISHING LICENSE AGREEMENT**, with the exception of specified clauses provided in this Addendum. The additions and changes below shall supersede the clauses indicated. EBSCO Industries, Inc. have agreed to these Addendums to the **EBSCO PUBLISHING LICENSE AGREEMENT** for COPPUL and its Authorized Users.

The following numbers identify additional and/or superseded clauses in the **EBSCO PUBLISHING LICENSE AGREEMENT**.

1. MEMBER INSTITUTIONS.

This Addendum clarifies that the role of Licensee as a consortium which is authorized to act for and sign this Agreement on behalf of member libraries, both full and affiliate member libraries, hereinafter known as the "Member Institutions", as listed in Exhibit 1. Rights and responsibilities referenced in this Agreement in regard to Licensee shall apply to all the Member Institutions covered under this Agreement. Databases licensed under this Agreement are available to any Member Institution, but participation in each Database is based on voluntary participation by any of the Member Institutions.

2. COPYRIGHT.

This Addendum removes all references to the "Copyright Act of 1976" in the **EBSCO PUBLISHING LICENSE AGREEMENT** and replaces these references with, "applicable copyright law". Further, the phrase in clause 1.C., "under the doctrine of 'fair use' as defined under the laws of the United States", shall be amended to include the following: "under applicable copyright law".

3. DEFINITIONS.

This Addendum clause provides definitions for terms used through-out the Agreement.

"Authorized User(s)" are employees, students, registered patrons, walk-in patrons, retired faculty and staff with Emeritus or equivalent status; or other persons affiliated with Licensee or otherwise permitted to use Licensee's facilities and authorized by Licensee to access Databases. For the avoidance of doubt, walk-in use is intended for individual users, not as a substitution for a license by another institution.

"Commercial Use" constitutes use of the Databases for the purposes of monetary reward by means of sale, resale, loan, transfer, hire, or other form of commerce. For the avoidance of doubt, neither recovery of direct costs exclusive of the Fee by any Member Institution from Authorized Users, nor use by the Licensee or Authorized Users of the Databases in the course of research funded by a commercial organization, nor the payment of a fee by a person in order to be registered with the Member Institution, is deemed to constitute Commercial Use.

"Course Packs" are a collection or compilation, in print or electronic form, of scholarly materials (e.g. book chapters, journal articles) assembled by a Member Institution for use by students in a class for the purposes of instruction.

"Databases" are the materials licensed by the Licensee as described in the EBSCO Publishing License Agreement, as may be amended from time to time by agreement between the parties. The materials may include but are not limited to full text journal articles, full text databases and indexes, subscription e-books, author-supplied accompanying and supplementary data, graphical representations, surveys, audio-visual content, and in-press and pre-publication versions.

"Electronic Learning Environments"

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"Electronic Reserve"

Electronic copies of Databases (e.g. book chapters, journal articles) made and stored on a Member Institution's Secure Network for use by its students in connection with specific courses of instruction offered by a Member Institution.

"Secure Network"

A computer network that incorporates reasonable security measures to only allow access to Authorized Users by secure authentication, consistent with current industry standards.

"Scholarly and Educational Use"

Use of the Databases for the purpose of academic research, scholarship, education, and other related purposes, including extraction and manipulation for the purpose of illustration, explanation, example, comment, criticism, teaching, research, and analysis.

4. PERMITTED USES

The Addendum expands on the statements of permitted uses in clauses 1.B. and 1.C but are subject to any restrictions in the copyright statement accompanying the content to be used.

A. ACCESS AND USE

Member Institutions and Authorized Users may access and use the Databases via Secure Network in order to search, retrieve, download, display, print, save, and view the Databases.

B. RECOVERY AND COPYING COSTS

Member Institutions may charge a fee to Authorized Users or others to cover costs of printing portions of Databases for Authorized Users, including the costs associated with reproducing portions of the Databases for the creation of Print Course Packs. Such fees shall not constitute Commercial Use.

C. PERSISTENT LINKS

Member Institutions may create persistent links to Databases for access by Authorized Users from within Secure Networks.

D. INTERLIBRARY LOAN (ILL)

Member Institutions may provide to a library of a non-Member Institution or directly to a patron of a non-Member Institution, by paper or electronic means, a single copy of an individual document being part of the Databases, within the guidelines of traditional interlibrary loan practices and applicable copyright laws.

E. SCHOLARLY SHARING

Authorized Users may provide, by paper or electronic means, a single copy of an individual document being part of the Databases to a colleague who is not an Authorized User for Scholarly and Educational Use, but in no case for Commercial Use.

F. ACADEMIC RESEARCH AND TEACHING

Member Institutions and Authorized users may (a.) incorporate parts of the Databases in printed or electronic form in assignments, portfolios, theses, dissertations, teaching, conference presentations, and lectures, with appropriate credit; (b.) make full use, with appropriate credit, of the Databases in research and publications for personal, scholarly, educational, or professional use; and (c.) store a single copy of an individual document being part of the Databases, including within secure personal Bibliographic Reference Management Systems. For the avoidance of doubt, none of these activities may be undertaken for Commercial Use.

G. ACCESSIBILITY

Member Institutions may alter or modify the Databases as necessary to provide an equivalent level of access to Authorized Users with disabilities if the Databases are not already provided in Accessible Formats.

H. ELECTRONIC RESERVE & ELECTRONIC LEARNING ENVIRONMENTS

Member Institutions and Authorized Users may incorporate parts of the Databases in Electronic Reserve collections for the use of Authorized Users in the course of instruction at a Member Institution, and/or in Electronic Learning Environments hosted on a Secure Network, but not for Commercial Use. Each such item shall carry appropriate acknowledgement of the source.

I. CLASSROOM HANDOUTS

Member Institutions and Authorized Users may distribute single copies of individual articles or items of the Databases in print or electronic form to Authorized Users. For the avoidance of doubt, classroom handouts shall include the distribution of a copy for teaching purposes to all individual student Authorized Users in a class at a Member Institution.

J. COURSE PACKS

Member Institutions and Authorized Users may not use the Databases for course packs unless permission is first obtained from the publisher.

K. TRAINING AND MARKETING MATERIALS

Member Institutions and Authorized Users may display, download or print the Databases for the purpose of internal marketing or testing, and for training Authorized Users.

L. BRANDING

Licensee may request that Databases be branded with the name of the Member Institution on the homepage of the product, or otherwise as agreed, in order to publicize the acquisition to the Authorized Users of Licensee.

5. LEVEL OF SERVICE

This Addendum expands on clause I.C.

A. PUBLISHER RESTRICTIONS

In the case where Publishers impose their own conditions of use applicable only to their content, those conditions shall take precedence over the terms of this License.

B. SERVICE INTERRUPTION

If the Databases fail to operate in conformity with the terms of this Agreement, Licensee shall immediately notify EBSCO, and EBSCO shall promptly use reasonable efforts to restore access to the Databases as soon as possible. EBSCO shall use reasonable efforts to ensure that total downtime will not exceed 2% per month. The 2% downtime includes periodic unavailability due to maintenance of the platform, the installation or testing of software, the loading of additional content, and downtime related to the failure of equipment or services.

C. WITHDRAWAL OF CONTENT

EBSCO reserves the right at any time to withdraw any publishers or titles for which it no longer retains the rights to distribute, including downgrading from full text availability to indexing of titles. EBSCO shall provide notice, to the Licensee of any changes, including the publisher(s) and title(s) and holdings via the title change reports on ebSCO.com.

D. ADDITION OF CONTENT

EBSCO reserves the right to add new content to the Databases. EBSCO shall provide notice to the Licensee, including the publisher(s) and title(s) and holdings via the title change reports on ebSCO.com.

6. PRICE AND PAYMENT

This Addendum extends the obligations of payment due from thirty (30) days to sixty (60) days.

Funding Contingency is added as an additional clause to III. PRICE AND PAYMENT.

C.FUNDING CONTINGENCY

For multi-year subscriptions, if funding of a Member Institution is materially reduced and Member Institution thereby becomes unable to pay future amounts payable pursuant to this Agreement, Licensee shall give EBSCO written notice of termination of the Member Institution and this Agreement shall terminate effective the later of: (i) 60 days after the giving of such notice; or (ii) the expiration of any prepaid Subscription Period. The determination of whether funds are available shall be made at the sole discretion of the applicable Member Institution, i.e. the Member Institution will not need to demonstrate financial exigency by disclosing its financial statements. The termination of participation by any Member Institution will not constitute a default or a termination of participation of any other Member Institutions under the License Agreement.

Refunds is added as an additional clause to III. PRICE AND PAYMENT.

E. PRICE ADJUSTMENT

If, in the reasonable opinion of the Licensee, alterations to the Databases, due to any of the actions in Addendum Clause 5, result in the Databases being substantially less useful in a material respect to the Member Institutions or its Authorized Users, Licensee may seek to terminate this Agreement with 60 days notice or seek compensation at the time of the next negotiation. Any payment adjustments due to significant withdrawal or addition of content are subject to negotiation at the next negotiation.

7. LIMITED WARRANTY AND LIMITATION OF WARRANTY

This Addendum replaces clause II.B

THE MAXIMUM LIABILITY OF EBSCO, ITS LICENSORS, AND THE LICENSEE, IF ANY, UNDER THIS AGREEMENT, OR ARISING OUT OF ANY CLAIM RELATED TO THE PRODUCTS, FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY EBSCO FROM LICENSEE HEREUNDER UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED

C. Licensee and Member Institutions Obligations is an additional clause added to LIMITED WARRANTY AND LIMITATION OF WARRANTY.

With no mechanism for notification of individual journal access or use exceptions, Licensee and Member Institutions shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including making Authorized Users aware that additional limitations on access or use may be listed in the Copyright statement within the full text record.

8. GENERAL

The Addendum updates clause VI.E. so that this Addendum and the Agreement constitute the entire Agreement. 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.

9. DEEMED MEMBER INSTITUTION BENEFIT.

Deemed Member Institution Benefit is an additional clause added to the Agreement.

EBSCO represents and warrants that all benefits, warranties, and other terms and conditions with the Licensee of this Agreement are and will continue to be no less favorable than those currently being, or which will be offered by EBSCO to Member Institutions directly.

EXHIBIT 1. MEMBER INSTITUTIONS OF THE CONSORTIUM

An Exhibit dated March 1, 2018 to the March 1, 2018 License Agreement between EBSCO Industries Inc and the Council of Prairie and Pacific University Libraries (COPPUL). This Exhibit lists the Full Member and Affiliate Member (*) of COPPUL that may participate in this License Agreement.

Athabasca University
Brandon University
British Columbia Institute of Technology*
Canadian Mennonite University *
Concordia University of Edmonton
Dalhousie University *
Douglas College*
Justice Institute of British Columbia*
Kwantlen Polytechnic University
MacEwan University
Medicine Hat College*
Memorial University of Newfoundland*
Okanagan College*
Red Deer College*
Royal Roads University
Saskatchewan Polytechnic*
Simon Fraser University
Southern Alberta Institute of Technology*
Thompson Rivers University
Trinity Western University*
University College of the North*
University of Alberta
University of British Columbia
University of Calgary
University of Lethbridge
University of Manitoba
University of New Brunswick*
University of Northern British Columbia
University of Regina
University of Saskatchewan
University of the Fraser Valley
University of Victoria
University of Winnipeg
Vancouver Island University

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

EBSCO Industries
By: 

Name: Clint Rumble

Title: Senior Vice President, Inside Sales

Date: 8/3/2018

Licensee:
By: 

Name: Christina McDavid

Title: Executive Director

Date: 8/9/2018