

Council of Prairie and Pacific University Libraries Electronic Products License Agreement

THIS LICENSE IS AGREED the _____[day] of _____[month], _____[year]
BETWEEN

[NAME OF LICENSOR] of [full address] (herein referred to as "the Licensor")

and

Council of Prairie and Pacific University Libraries (COPPUL), 2005 Sooke Road, Victoria,
British Columbia V9B 5Y2 (herein referred to as 'the Consortium')

WHEREAS the Licensor holds or administers the rights granted under this Agreement,

AND WHEREAS the Consortium desires to enable Members of the Consortium to use the Licensed Materials and the Licensor desires to grant to the Consortium the license to use the Licensed Materials for the Annual Subscription Fee, subject to the terms and conditions of this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

1.1 In this Agreement, the following terms shall have the following meanings:

Authorized Users	Current members of the faculty and other staff of Members (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at a Member's institution, who are permitted to access the Secure Network from within the Premises or from such other places where Authorized Users work or study (including but not limited to Authorized Users' offices and homes, halls of residence and student dormitories) and who have been issued by the Member with a password or other authentication.
------------------	---

Commercial Use	Use of the Licensed Materials for the purposes of monetary reward (whether by the Consortium, or Authorized Users or Walk-in Users) by means of sale, resale, loan, transfer, hire or other form of exploitation. For the avoidance of doubt, neither recovery of direct costs by any Member from Authorized Users or Walk-in Users, nor use by the
----------------	---

	<p>Consortium, Authorized Users or Walk-in Users of the Licensed Materials in the course of research funded by a commercial organization, nor the payment of an administrative fee by a person in order to be registered with the Member as a Walk-in User, is deemed to constitute Commercial Use.</p>
Course Packs	<p>A collection or compilation of materials (e.g. book chapters, journal articles) assembled by staff of a Member for use by students in a class for the purposes of instruction.</p>
Electronic Reserve	<p>Electronic copies of materials (e.g. book chapters, journal articles) made and stored on the Secure Network by the Consortium or by a Member for use by students in connection with specific courses of instruction offered by a Member to its students.</p>
Fee	<p>The Fee set out in Schedule 1 or in new Schedules to this Agreement as may be amended from time to time by agreement between the parties. For the avoidance of doubt, the Fee shall be exclusive of any sales, use, value added or similar taxes and the Consortium shall be liable for any such taxes in addition to the Fee.</p>
Licensed Materials	<p>The electronic material as set out in Schedule 1 or in new Schedules to this Agreement as may be amended from time to time by agreement between the parties.</p>
Licensor's Representative	<p>A third party appointed from time to time by the Licensor to act on the Licensor's behalf, who may execute this Agreement on behalf of the Licensor and undertake any or all of the Licensor's obligations under this Agreement, as agreed between the Licensor and the Licensor's Representative.</p>
Member	<p>A university, other educational institution or research organization that is in membership of the Consortium and listed in Schedule 1, and which has agreed by virtue of its membership to be bound by the terms and conditions of this License.</p>
Member Premises	<p>The physical premises of the Member as set out in Schedule 1.</p>
Secure Network	<p>A network (whether a standalone network or a virtual network within the Internet) that is only accessible to Authorized Users and Walk-in Users.</p>
Server	<p>The server, either the Licensor's server or a third party server designated by the Licensor, on which the Licensed Materials and associated access software are mounted and may be accessed.</p>

Subscription Period	The period normally covered by the volumes and issues of the Licensed Material listed in Schedule 1, regardless of the actual date of publication.
Usage Data	The data and reporting requirements specified in Schedule 2, accessible to the Consortium and its Members in machine-readable form for further manipulation by the Consortium and Members.
Walk-in Users	Members of the public other than Authorized Users, whom a Member has permitted to have access to the Secure Network for their scholarly, research, educational and personal use by means of workstations physically located on the Member's Premises, as designated in Schedule 1.

2. AGREEMENT

- 2.1 The Licensor hereby grants to the Consortium and the Members the non-exclusive and non-transferable right, throughout the world, to permit Authorized and Walk-in Users access to the Licensed Materials via a Secure Network and using the access methods specified in Schedule 1 for the purposes of personal research, teaching, private study, and administrative use associated with the normal practices and activities of the Consortium and its Members, subject to the terms and conditions of this Agreement, and the Consortium agrees to pay the Fee as specified in Schedule 1.
- 2.2 This Agreement shall commence at the beginning of the Subscription Period for each of the Licensed Materials as set out in Schedule 1 or in new Schedules to this Agreement that may be added subsequently; and shall automatically renew at the end of the Subscription Period, unless either party gives written notice of its intention to cancel at least sixty (60) days before expiration of the current term.

3. USAGE RIGHTS

- 3.1 The Consortium and the Members, subject to clause 6 below, may:
- 3.1.1 [Make such local electronic copies of all or part of the Licensed Materials as are necessary to ensure efficient use by Authorized Users and Walk-in Users, provided that such use is subject to the terms and conditions of this Agreement.]
- 3.1.2 Allow Authorized and Walk-in Users to have access to the Licensed Material from the Publisher's server or from another server designated by the Publisher via the Secure Network.
- 3.1.3 Provide single printed or electronic copies of single articles at the request of individual Authorized Users.
- 3.1.4 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.

- 3.1.5 Charge a fee to recover costs of copying or printing portions of Licensed Materials for Authorized and Walk-in Users.
 - 3.1.6 Provide Authorized and Walk-in Users with integrated access and an integrated author, article title and keyword index to the Licensed Material and all other similar material licensed from other publishers.
 - 3.1.7 Provide electronic links to the Licensed Materials from Member's web page(s) and is encouraged to do so in ways that will increase the usefulness of the Licensed Materials to Authorized Users. The Licensor will assist Consortium and its Members upon request in creating such links effectively.
 - 3.1.8 Upon request, Consortium and individual Members may receive from Licensor and/or create one copy of the entire set of Licensed Materials to be maintained as a back-up or archival copy during the term of this Agreement or as required to exercise Consortium's rights under clause 11.3 of this Agreement.
- 3.2 Authorized Users and Walk-in Users may, subject to clause 6 below:
- 3.2.1 Search, view, retrieve and display the Licensed Materials.
 - 3.2.2 Electronically save parts of the Licensed Materials for personal use.
 - 3.2.3 Print single copies of parts of the Licensed Materials.
 - 3.2.4 Scholarly Sharing - transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in Authorized User's own scientific, scholarly and educational works.
 - 3.2.5 If the Licensed Material is a database, compilation or collection of information, Authorized Users shall be permitted to extract or use information contained therein for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research or analysis.
 - 3.2.6 Embed a reasonable portion of the Licensed Materials in courseware (e.g., distance learning, WebCT) for educational purposes, but not for Commercial Use.
- 3.3 Nothing in this Agreement shall in any way exclude, modify or affect the statutory rights of the Consortium, the Members, Authorized Users and Walk-in Users under the copyright laws of Canada.

4. COURSE PACKS AND ELECTRONIC RESERVE

- 4.1 Members and Authorized Users may incorporate parts of the Licensed Materials in printed Course Packs and Electronic Reserve collections for the use of Authorized Users in the course of instruction at a Members institution, but not for Commercial Use. Each such item shall carry appropriate acknowledgement of the source, listing title and author of the extract, title and author of the work, and the publisher. Copies of such items shall be deleted by the Member when they are no longer used for such purpose. Course packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorized Users who, in the reasonable opinion of the Member, are visually impaired.

5. PROHIBITED USES

- 5.1 Neither the Consortium nor any Member nor Authorized or Walk-in Users may:
- 5.1.1 Remove or alter the authors' names or the Licensor's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials.
 - 5.1.2 Systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose, [other than to make backup copies permitted under clause 3.1 of this Agreement].
 - 5.1.3 Mount or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network.
- 5.2 The Licensor's explicit written permission must be obtained in order to:
- 5.1.1 Use the whole or any part of the Licensed Materials for any Commercial Use.
 - 5.1.2 Systematically distribute the whole or any part of the Licensed Materials to anyone other than Authorized Users other than permitted under clause 3 of this Agreement.
 - 5.1.3 Publish, distribute or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material, other than as permitted in this Agreement.
 - 5.1.4 Alter, abridge, adapt or modify the Licensed Materials, except to the extent necessary to make them perceptible on a computer screen or as otherwise permitted in this Agreement, to Authorized Users and Walk-in Users. For the avoidance of doubt, no alteration of the words or their order or the copyright or other notices or disclaimers is permitted.

6. LICENSOR'S WARRANTIES, INDEMNITIES, LIMITATIONS OF LIABILITY

- 6.1 The Licensor warrants to the Consortium and the Members that the Licensed Materials used in accordance with this Agreement do not infringe the copyright or any other proprietary or intellectual property rights of any person. The Licensor further warrants that they have the right and power to grant a license to the

Licensed Materials in accordance with this Agreement. The Licensor shall indemnify and hold the Consortium and the Members 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 Consortium or any of its Members claiming actual or alleged infringement of such rights. No limitation of liability set forth elsewhere in this agreement is applicable to this indemnification. This indemnity shall survive the termination of this Agreement for any reason. This indemnity shall not apply if the Consortium or any of its Members has amended the Licensed Materials in any way not permitted by this Agreement.

- 6.2 The Licensor warrants to the Consortium that the total non-scheduled downtime directly attributable to the Server, the Licensor's local network, and/or the Licensor's Internet Service Provider supporting the Licensed Materials will cumulatively amount to less than 6 hours during the periods of 6:30 am through 11:00 pm Eastern Time in any given calendar month.
- 6.3 Except as expressly provided in this Agreement, the Licensor makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Licensed Materials, merchantability or fitness of use for a particular purpose. The Licensed Materials are supplied 'as is'.
- 6.4 Except as provided in clause 7.1, under no circumstances shall the Licensor, or the Licensor's Representative, be liable to the Consortium or any of its Members or any other person, including but not limited to Authorised Users, for any special, exemplary, incidental or consequential damages of any character arising out of the inability to use, or the use of, the Licensed Materials.
- 6.5 Irrespective of the cause or form of action, the Licensor's aggregate liability for any claims, losses, or damages arising out of any breach of this Agreement shall in no circumstances exceed the Fee paid by Consortium to the Licensor under this Agreement in respect of the Subscription Period during which such claim, loss or damage occurred. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

7. LICENSOR'S UNDERTAKINGS

- 7.1 The Licensor shall:
 - 7.1.1 Make the Licensed Materials available to the Consortium and the Members from its Server or other authorized server in the media, format and time schedule specified in Schedule 1. The Licensor will notify the Consortium at least sixty (60) days in advance of any anticipated specification change applicable to the Licensed Materials. If the change renders the Licensed Materials less useful in a material respect to the Consortium and the Members, the Consortium may within thirty (30) days of such notice treat such changes as a breach of this Agreement under clause 11.1.2.
 - 7.1.2 Use reasonable efforts to make available the electronic copy of each journal issue in the Licensed Materials not later than the day of publication of the printed version. In the event that for technical reasons this is not possible for

any particular journal, as a matter of course, such journal shall be identified at the time of licensing, together with such reasons.

- 7.1.3 Make the Licensed Materials available to the Consortium and the Members upon the Effective Date of this Agreement.
- 7.1.4 Use reasonable efforts to ensure that the Server(s) referred to in clause 8.1.1 has adequate capacity and bandwidth to support the usage of the Consortium and its Members at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Agreement.
- 7.1.5 Use reasonable efforts to ensure that Licensed Materials will be accessible and inter-operable with prevailing Web browsers including at a minimum, the most recent two major releases (current release and one release prior) and all the associated subsets. Any upgrades or functional changes to the Server will be implemented in a manner that ensures that, at a minimum, the most recent two major releases and all of the associated subsets of prevailing Web browsers at that time will continue to inter-operate with the Server and be able to access, retrieve and display the Licensed Materials.
- 7.1.6 Use reasonable efforts to make the Licensed Materials available to the Consortium and Authorized Users at all times and on a twenty-four hour (24) basis, save for routine maintenance but only at such times as demand for access to Licensed Materials is relatively low (which shall be notified to the Consortium in advance wherever possible), and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service directly attributable to the Server, the Licensor's local network, and/or the Licensor's Internet Service Provider.
- 7.1.7 Provide technical support (by telephone and email), delivered by qualified staff during the Members' regular business hours.
- 7.1.8 Provide and maintain online help files and other appropriate user documentation to the Consortium and Members relating to the use of the Licensed Materials.
- 7.1.9 Provide appropriate training and training materials to Members related to the use of the Licensed Materials. Provide additional training made necessary by any updates or modifications to the Licensed Materials or any Licensor software.
- 7.2 The Licensor reserves the right at any time to withdraw or add any titles and some/all associated items from/to the Licensed Materials. Material deleted from the Licensed Materials listed in the attached Fee Schedule or in new Schedules to this Agreement as may be amended from time to time by agreement between the parties, shall be restricted to any item or part of an item for which the Licensor no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Licensor shall give written notice to the Consortium of such changes. If any change(s) singly or cumulatively renders the Licensed Materials less useful in a material respect to the Consortium or its Members, the Consortium may treat such

changes as a material or persistent breach of this Agreement under clause 11.1.2. In the event that withdrawal of material represents more than ten per cent (10%) of the book, journal or other publication in which it appeared, the Licensor shall refund the Consortium that part of the Fee that is in proportion to the amount of material withdrawn and the remaining un-expired portion of the Subscription Period.

- 7.3 [The Licensor undertakes to use reasonable endeavours to provide or to make arrangements for a third party to provide an archive of the Licensed Materials for the purposes of long term preservation of the Licensed Materials, and to permit Authorized Users to access such archive after termination of this License.]
- 7.4 The Licensor shall collect and compile Usage Data, or facilitate its collection and provision, as specified in Schedule 2 and make available to the Consortium and the Members. Such usage information shall be compiled in a manner consistent with the applicable privacy laws, and the anonymity of individual users and the confidentiality of their searches shall be fully protected. In the case that the Licensor assigns its rights to another party under Clause 12.3 herein, the Consortium may at its discretion require the assignee either to keep such usage information confidential or to destroy it.
- 7.5 The Licensor shall not place any advertising (either self-promotional or third party) on the Licensed Materials.

8. CONSORTIUM'S UNDERTAKINGS

- 8.1 The Consortium and each Member shall:
- 8.1.1 Use reasonable efforts to ensure that all Authorized and Walk-in Users are appropriately notified of the importance of respecting the intellectual property rights in the Licensed Materials and of the sanctions which each Member imposes for failing to respect such rights.
- 8.1.2 Notify the Licensor immediately upon becoming aware of any material unauthorized use or other breach, and take reasonable steps to ensure that such activity ceases and to prevent any recurrence.
- 8.1.3 Use reasonable efforts to ensure that only Authorized Users and Walk-in Users are permitted access to the Licensed Materials.
- 8.1.4 Allow Walk-in Users access to the Licensed Materials only from computer terminals within the Member Premises, as designated in Schedule 1.
- 8.1.5 Nothing in this Agreement shall make the Consortium or any of its Members liable for breach of the terms of the License by any Authorized or Walk-in User provided that the Consortium and the Members did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

9. UNDERTAKINGS BY BOTH PARTIES

- 9.1 Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.

10. TERM AND TERMINATION

10.1 This Agreement shall be terminated:

10.1.1 If the Consortium wilfully defaults in making payment of the Fee in accordance with clause 2.1 and fails to remedy such default within thirty (30) days of notification in writing by the Licensor;

10.1.2 If the Licensor commits a material or persistent breach of any term of this Agreement and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by the Consortium;

10.1.3 If the Consortium commits a wilful material and persistent breach of the Licensor's copyright or other intellectual property rights or of the provisions of clause 3 in respect of usage rights or of clause 6 in respect of prohibited uses;

10.1.4 If either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.

10.2 On termination, all rights and obligations of the parties automatically terminate except for obligations in respect of Licensed Materials to which access continues to be permitted as provided in clause 11.3.

10.3 On termination of this Agreement, the Consortium, Authorized Users and Walk-in Users shall retain the right to access and use in archived form the content of the Database for the period of time set out in Schedule 1 up to the date of termination, except where such termination is due to a breach of the Agreement by the Consortium which the Consortium has failed to remedy as provided in clause 11.1.1 and 11.1.3, in which case such continuing access shall be provided in respect of Licensed Materials published up to the date of such breach. It should be noted, however, that if such termination is due to a breach of the Agreement by one or a very limited number of Members of the Consortium and such Members fail to remedy such breach as provided in clause 11.6, such Members in breach of the Agreement shall have access only to the Licensed Materials published up to the date of such breach. The non-breaching Members of the Consortium shall not be affected. On termination of this Agreement, the Licensor shall at its option:

a.) provide each Member, on request, with an electronic copy of the content of the Database for the period of time set out in Schedule 1 up to the date of termination, or

b.) provide for continued access to the Licensed Materials on the Server for the period of time set out in Schedule 1 up to the date of termination,

provided that:

10.3.1 The Consortium and each Member seeking access continues to adhere to its obligations with respect to the restrictions on use of the Database as provided in this Agreement;

- 10.3.2 Each Member permitting access to Walk-in Users continues to limit such access to the Premises; and
- 10.3.3 Each Member seeking access pays to the Licensor a maintenance amount reflecting the Licensor's costs for facilitating such access as the Licensor and Member, acting reasonably, may agree.
- 10.4 On termination of this Agreement for cause, as specified in clause 11.1.1 and 11.1.3, the Consortium shall immediately cease to make available the Licensed Materials to Authorized Users and Walk-in Users.
- 10.5 On termination of this Agreement for cause, as specified in clause 11.1.2, the Licensor shall forthwith refund the proportion of the Fee that represents the paid but un-expired part of the term of this Agreement.
- 10.6 If a Member commits a wilful, material or persistent breach of the terms of this Agreement and the Member fails to remedy the breach within thirty (30) days notice from the Licensor to the Member and the Consortium, or the Member fails to commence and diligently pursue steps to remedy the breach within thirty (30) days notice from the Licensor to the Member and the Consortium, the Licensor may terminate the license and rights granted to the Member pursuant to this Agreement by giving notice of termination to the Member and the Consortium. Upon the giving of notice of termination, the Licensor may discontinue providing the Member access to the Licensed Materials for the remainder of the term of this Agreement.
- 10.7 The Licensor reserves the right to temporarily suspend any Member's access to Licensed Materials for infringement of the Licensor's intellectual property rights in the Licensed Materials or for a breach of the terms of this Agreement that threatens either the performance or security of the Server. Forthwith after suspending such access the Licensor shall issue a notice to the Member and the Consortium of the breach specifying the activity of the Member that caused the breach. The Licensor shall forthwith restore access to the Member upon receipt of notice that such activity has ceased and that the Member has made reasonable efforts to protect against recurrence of such activity.
- 10.8 In the event that the Licensor is in breach of its warranty set out in clause 7.2, the Consortium, at its option and on notice to the Licensor, may extend the term of this Agreement by one full calendar month for each such breach.

11. GENERAL

- 11.1 This Agreement shall comprise the complete terms and conditions of use. Hidden charges, after-the-fact retroactive charges, changes in the content or other changes in commitment are not acceptable without renegotiation. Furthermore, if there is a "click-through" screen in the Licensed Materials, this written Agreement shall override the "click-through" agreement.
- 11.2 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.
- 11.3 This License may not be assigned by either party to any other person or organization, nor may either party sub-contract any of its obligations, without the

prior written consent of the other party, which consent shall not unreasonably be withheld. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties.

- 11.4 If rights in all or any part of the Licensed Materials are assigned to another publisher, the Licensor shall use its best efforts to ensure that the terms and conditions of this Agreement are maintained.
- 11.5 Any notices to be served on either of the parties by the other shall be sent by registered post, courier or facsimile to the address of the addressee as set out in this Agreement or to such other address as notified by either party to the other as its address for service of notices. All such notices shall be deemed to have been received within 14 days of posting. Any such notice sent by courier or by facsimile shall be deemed to have been given on the date of receipt of the courier or facsimile.
- 11.6 Neither party's delay nor failure to perform any provision of this Agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, flood, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.
- 11.7 The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation or enforceability of the remainder of this Agreement.
- 11.8 Either party's waiver or failure to require performance by the other, of any provision of this Agreement will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.
- 11.9 If the parties disagree over an interpretation of this Agreement or whether a party of a Member is in breach of any part of this Agreement, the parties and any such Member 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 such other means.
- 11.10 This Agreement shall be governed by and construed in accordance with the laws of Canada. The provincial court located in British Columbia shall have jurisdiction to hear any dispute under this Agreement.

12. USE OF AN EXPERT TO RESOLVE DISPUTES

- 12.1 Where the parties agree that a dispute arising out of or in connection with this Agreement would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement. In default of agreement upon whom to appoint as a suitable expert, the dispute will be resolved by the expert deemed, following an application made to him by either party, to be suitable by the President for the time being of the Canadian Institute of Chartered Accountants.
- 12.2 Any person to whom a reference is made under clause 13.1 shall act as expert and not as an arbitrator and his decision (which shall be given by him in writing and shall

state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud.

- 12.3 Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.
- 12.4 The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all the circumstances or, if no determination is made by the expert, by the parties in equal proportions.

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

Name: _____ Mr. Alexander (Sandy) Slade

Position / Title: _____ Executive Director

Signature: _____

Date: _____

SCHEDULE 1

LICENSED MATERIALS, SUBSCRIPTION PERIOD, ACCESS METHOD, FEE SCHEDULE AND MEMBERS OF THE CONSORTIUM

A schedule dated _____ to the Agreement dated _____ between [name of Licensor] and the Council of Prairie and Pacific University Libraries:

Licensed Material: Cambridge Histories Online

Subscription Period: September 1, 2008 – August 31, 2009

Format:

Access: Unlimited

Access Method: User ID/Password
HTTP refer
Domain name/IP address

Fee: \$

Authorized Users:

List names of all members participating in the License

SCHEDULE 2

USAGE DATA AND REPORTING REQUIREMENTS

Publisher shall provide to Consortium and the Members statistics regarding the usage of the Licensed Materials by Members and/or its Authorized Users.

Usage data and reporting requirements shall be based on the most recent version of the International Coalition of Library Consortia (ICOLC) [Guidelines for Statistical Measures of Usage of Web-Based Information Resources](#) and shall also be compliant with the Code of Practice of the COUNTER (Counting Usage of Networked Electronic Resources) Project, an international initiative designed to serve librarians, publishers and intermediaries by facilitating the recording and exchange of online usage statistics. The COUNTER [Code of Practice](#) provides guidance on data elements to be measured, definitions of these data elements, usage report content and formats, and data processing.