



2012 - 2015 ACM Digital Library Consortium License Renewal Agreement Consortia Canada

June 20, 2012

Client # 1974484

This Agreement is made between

ACM (the Association for Computing Machinery), with its principal offices at 2 Penn Plaza, Suite 701, New York, NY 10121-0701, USA ("the Licensor"), and

Consortia Canada, represented by the Conference des recteurs et des principaux des universités du Québec (CREPUQ) with its principal offices at 500 Sherbrooke Street West, Suite 200, Montreal, QC H3A ("the Subscriber").

The Subscriber will be granted the right and license to use the Licensed Material on the terms and conditions of this License Agreement.

1. **Authorized Users.** The following categories of users of the ACM Digital Library (DL) are recognized as Authorized Users: persons affiliated with the Subscribers as students, faculty, registered users or employees, authorized persons physically present in the Subscribers' library facilities.
2. **Basic License.** ACM grants to the Subscriber the non-exclusive rights to search, browse, view, and download the content in the DL. All downloading and printing by Authorized Users will be for the Subscriber's use only, unless approved by ACM in writing. Remote access to the DL by members of the general public is not permitted. Authorized Users may download, print, and copy items from the DL for their use in connection with classroom instruction and related educational purposes, but may not redistribute or make available access to the DL for any commercial purposes.
3. **Alterations.** Neither the Subscriber nor any Authorized Users of the DL may modify, adapt, transform, translate, or create any derivative work based on any of the materials in the DL. Any copyright notices, or other notices appearing in the DL may not be removed, obscured, or modified in any way. All rights, title, and interest in the contents of the ACM DL are the recognized property of the ACM or its affiliates and no ownership rights, title, or interest are transferred to the Subscriber as a part of this Agreement.
4. **License Period.** The Subscriber consists of two groups of institutional members, hereby identified as the "3-Year Group" and the "1-Year Group." For the purposes of this Agreement, the 3-Year group consists of 56 members (listed in Appendix A) and the 1-Year group consists of 21 members (listed in Appendix B). Licensing fees, applicable discounts, and early termination requirements shall be based on the combination of both groups listed above. Nevertheless, each group shall be subject to separate license periods, as follows:
 - The 3-Year group (56 members) shall be given web-based access to the DL during the term beginning July 1, 2012 and concluding June 30, 2015.
 - The 1-Year group (21 members) shall be given web-based access to the DL during the term beginning July 1, 2012 and concluding June 30, 2013.



5. Licensing Fees. **2012-2013 ACM DL licensing fee for the Subscriber is \$ [REDACTED]**, which is based on ACM's Academic Pricing. For the period beginning July 1, 2012 and concluding June 30, 2013, these fees are divided among the 3-Year and 1-Year groups as follows:

- **3-Year Group fees are \$ [REDACTED]**
- **1-Year Group fees are \$ [REDACTED]**

All fees listed above include access to:

- All ACM Publications, including journals, magazines, conference proceedings, newsletters, websites, and multimedia files
- Online access to the complete archive of all ACM Publications dating back to each publication's first issue or volume
- All ACM Affiliated Publications, including approximately 12 journals, proceedings, and bulletins
- ACM Guide to Computing Literature, ACM's bibliographic database and abstracting & indexing service
- One complete set of print for ACM's publications (the subscriber may opt out of this print set at their discretion)
- An up-to-date list of the contents of the ACM Digital Library is posted at <http://librarians.acm.org/contents-digital-library>
- Please note that archival rights only apply to ACM Publications due to agreements with the affiliated organizations

ACM will allow up to five (5) member libraries from the 3-Year Group to cancel in any one year of the agreement.

In subsequent renewal years, pricing for the Subscriber will follow the below schedule based on the maximum annual "capped" increases noted for each tier profile. In the event the percentage increase of ACM's annual published Academic List Pricing is less than the maximum percentages noted below, the lower percentage increase will apply to the Subscriber's annual renewal:

ACM Tier	2012-2013 Discount Renewal Tier Price	Max. Annual (Capped) Increase in Years 2013 - 2015	2013-2014 Discount Tier Price	2014-2015 Discount Tier Price
1	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
5	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Gov't/Org	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

For the 1-Year Group, fees will be based on the ACM Pricing Calculator in effect at the time of each annual renewal. The discount of 74.4% will apply to the announced list price accordingly.

6. Payment Terms. Payment will be delivered to the Subscriber within 30 days of receipt of an invoice from the Licensor (net 30 days).



7. Access. Global access will be provided to the Subscriber based on IP Verification, unless otherwise agreed between the parties. The Subscriber will provide the Licensor with a complete list of current IP Addresses for all member participants. Subsequent updates to this information should be emailed to the Licensor at DL-Info@acm.org.
8. Terms of Usage. The Subscriber and individual users affiliated with the Subscriber may make digital or hard copies of the individual articles contained within the DL, as long as such copies are not made or distributed for profit or commercial advantage and all such copies bear the ACM copyright notice. In addition, users may assemble and distribute links that point to works in the ACM Digital Library.

The Subscriber and individual users affiliated with the Subscriber may not republish individual articles contained within the DL, or post them on other servers, or redistribute them to lists, without first receiving explicit permission from ACM. No wholesale duplication of all or substantial sections of the ACM Digital Library is permitted under the terms of this Agreement.

The Licensee will notify the Licensor immediately of infringements that come to the Licensee's notice and the Licensee agrees to cooperate with the Licensor as appropriate to stop further abuse should it occur. Nothing in this Agreement shall make the Licensee liable for breach of the restrictions set out in the terms and conditions of this Agreement by any Authorized User as long as the Licensee complied with the terms of Clauses 2, 7, and 8, and did not cause, intentionally assist in or encourage such breach nor allowed it to continue after having received written notice of such breach whether from the Licensor or otherwise. However, in the event of continuing abuse the Licensor shall be entitled to terminate this Agreement.

9. Print Copies. The Licensor will ship one print archival copy of the 2012-2013 ACM Publications to the Subscriber at the following address: **Attn: Donna Crossley, University of Alberta Library 5-02 Cameron Library, Edmonton, AB T6G 2J8, Canada.**
10. Warranties. ACM warrants that it has copyright ownership and/or permission to use all of the materials in the DL. The Subscriber warrants that it will use all reasonable efforts to insure the integrity of the DL and the security of the network providing access to Authorized Users.
11. Term and Termination. The term of this agreement will be for a 12-month period for the Subscribing institutions in the "1-Year Group" and for a 36-month period for the Subscribing institutions in the "3-year Group." Either party may terminate by providing the other party with 60 days notice of intent to terminate, in writing. In the event of termination or expiration, the Subscriber may not retain any portion of the DL nor be entitled to any refund or prorated portion of the Subscription Fees.
12. Post-Cancellation Perpetual Access. In the event of termination or expiration, the Publisher will provide the Authorized Institutions and their Authorized Users with access to the full text of the Licensed Material which was published and paid for during the term of this Agreement, either through CLOCKSS, Portico, or by supplying the electronic files in a medium and format mutually agreed between the parties to the Authorized Institutions without charge. The full text of the electronic files may not be resold at any time; this remains in effect in perpetuity. Continuing archival access is subject to the terms and conditions of use of this License. The Subscriber is not entitled to any refund or prorated portion of the Subscription Fees.
13. Amendments. All amendments and modifications to this Agreement shall be made in writing and be signed by duly authorized representatives of both parties.



14. Governing Law. The terms and conditions of this Agreement are governed by New York law. All disputes arising out of or in connection with this Agreement shall be exclusively submitted to mediation in accordance with the Arbitration Rules of New York State. If the parties disagree over an interpretation of this Agreement or whether a party or a Subscribing institution is in breach of any part of this Agreement, the parties and any such Subscribing 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.
15. Assignment. This Agreement 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, for which consent shall not be unreasonably withheld.

Both parties hereby agree to the above terms,

Signatures

On behalf of the
SUBSCRIBER

LICENSOR

Signature

Signature

Daniel Zizian

Scott Delman

Print Name

Print Name

22-06-2012

6/26/12

Date 22 June 2012

Date

Daniel J. Zizian, President-Director General
CREPUQ,
Suite 200
500 Sherbrooke Street West
Montreal, QC H3A 3C6
Canada
On behalf of Consortia Canada

Scott Delman, Group Publisher
ACM
2 Penn Plaza, Suite 701
New York, NY 10121-0701
United States



APPENDIX A
Three-Year Group Participants (56)

No.	Institution Name	2012 Tier Profile
	The Alberta Library (TAL)	
1	Athabasca University	4
2	Grant McEwan University	2
3	Mount Royal College University	3
4	University of Alberta	6
5	University of Lethbridge	3
	BC ELN	
6	Emily Carr University of Art and Design	3
7	Simon Fraser University	6
8	Thompson-Rivers University	3
9	University of British Columbia	7
10	University of Northern BC	3
11	University of Victoria	5
	CAUL	
12	Acadia University	3
13	Dalhousie University	6
14	Memorial University	5
15	Mount Allison University	2
16	Saint Mary's University	2
17	St. Francis Xavier University	3
18	Université de Moncton	2
19	University of New Brunswick	4
	COPPUL	
20	University of Manitoba	4
21	University of Regina	3
22	University of Saskatchewan	5
	CREPUQ	
23	Bishops University	2
24	Concordia University	6
25	École de technologie supérieure	4
26	École des Hautes Études Commerciales	3
27	École Polytechnique	5
28	McGill University	6
29	Université de Montréal	5
30	Université de Sherbrooke	4
31	Université du Québec à Chicoutimi	3
32	Université du Québec à Montréal	5
33	Université du Québec à Trois-Rivières	3
34	Université du Québec en Outaouais	3
35	Université Laval	4
	OCUL	
36	Algoma University	2
37	Brock University	3
38	Carleton University	6
39	Lakehead University	3

DR



No.	Institution Name	2012 Tier Profile
40	Laurentian University	3
41	McMaster University	6
42	Nipissing University	2
43	Ontario College of Art and Design	3
44	Queen's University	6
45	Royal Military College	2
46	Ryerson University	5
47	Trent University	2
48	University of Guelph	4
49	University of Ontario Institute of Technology	3
50	University of Ottawa	6
51	University of Toronto	7
52	University of Waterloo	7
53	University of Western Ontario	5
54	University of Windsor	4
55	Wilfrid Laurier University	3
56	York University	5



APPENDIX B
One-Year Group Participants (21)

No.	Institution Name	2012 Tier Profile
	The Alberta Library (TAL)	
1	Grand Prairie Regional College Library (Comm. College)	1
2	Kings University College	2
3	Northern Alberta Institute of Technology - NAIT (Comm. College)	1
4	Southern Alberta Institute of Technology - SAIT (Comm. College)	1
	BC ELN	
5	Camosun College (Comm. College)	1
6	Kwantlen Polytechnic University	2
7	Okanagan College (Comm. College)	1
8	Royal Roads University	3
9	University of the Fraser Valley	2
	Ontario Colleges Library Service (Comm. Colleges)	
10	Centennial College	1
11	Conestoga College	1
12	Confederation College	1
13	Durham College	1
14	Seneca College	1
15	Sheridan College	1
	CFL	
16	Canada Institute for STI (CISTI)	Govt / Org
17	Communications Security Establishment (CSE Library)	Govt / Org
18	Defence R&D Canada - Ottawa	Govt / Org
	COPPUL	
19	Brandon University	2
20	University of Winnipeg	3
	Manitoba Library Consortium (MLCI)	
21	Red River College (Comm. College)	1

92