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Facsimile

+1 732 810 0266

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Address

Bennett Library
8888 University Drive
Burnaby, BC V5A 1S6

E-Mail

execdir@coppul.ca

Facsimile

778-782-3023

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(g) "Remote Access" means access provided by Member to Authorized Users who are not physically present at Member's Authorized Site via a computer network that is only accessible to Authorized Users by means of Secure Authentication.

(h) "Service Date" means the start date designated in the first Invoice issued under this Agreement by IEEE or its authorized representative to Licensee.

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5. Term and Termination.

(a) Term. Unless terminated sooner in accordance with Section 5(b), this Agreement shall continue in effect for an initial term of twelve (12) months from the Service Date (the "Initial Term"). Licensee may renew the Agreement for additional twelve (12)-month periods (each, a "Renewal Term") upon written notice to IEEE and payment of the annual license fee, as determined by IEEE, within thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

(b) Termination. Notwithstanding the terms of Section 5(a), this Agreement may be terminated as follows:

(1) Material Breach. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured thirty (30) days after the non-breaching party gives the breaching party written notice of such breach.

(2) Suspension. In the event that IEEE notifies Licensee of a material breach of Section 3(c)(1), IEEE reserves the right to suspend Licensee's access to the Licensed Products. IEEE will make commercially

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(3) *Insolvency.* Either party may terminate this Agreement in the event that the other party becomes insolvent or bankrupt; becomes the subject of any proceedings under bankruptcy, insolvency or debtor's relief law; has a receiver or manager appointed; makes an assignment for the benefit of creditors; or takes the benefit of any applicable law or statute in force for the winding up or liquidation of such party's business.

(c) Events Upon Termination. Upon termination of this Agreement, Licensee shall make reasonable efforts to delete all electronic copies of Articles and eBooks that are in its possession or control. Licensee may continue to use print copies of Articles and excerpts from eBooks made in accordance with the terms and conditions herein during the term of this Agreement, provided that Section 3(c) shall continue to govern use of such materials. Access may continue to be permitted provided that Licensee chooses to exercise their option to Archival Access per Section 9 of this Agreement.

6. Representations and Warranties. IEEE and Licensee each represents and warrants to the other that:

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- (b) the execution and performance of this Agreement has been authorized by all necessary corporate or institutional action;
- (c) entry into and performance of this Agreement will not conflict with any provision of law or the certificate of incorporation, by-laws or comparable organizational documents of the party or conflict with any condition of any contract to which it is a party;
- (d) no action by any governmental organization is necessary to make this Agreement valid and binding upon the party;
- (e) it possesses all licenses and other governmental approvals necessary to perform its obligations under this Agreement

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9. Archival Access. Upon termination of this Agreement, except in the event of termination by IEEE pursuant to Section 5(b), Licensee may obtain one (1) static copy of the Licensed Products in a mutually agreeable format containing content published between the Service Date and termination date of this Agreement by paying the then-applicable fee assessed by IEEE for access. The archival file shall not include any IEEE Standards Online Packages, eBooks or content licensed by IEEE from third-party content providers or for which IEEE otherwise does not have the right to provide archival access. IEEE shall provide the static file to Licensee on a USB drive or comparable media. Licensee shall have a non-exclusive, non-transferable license to use the archival file only in accordance with the same terms and conditions that govern the use of Licensed Products under this Agreement. Licensee is authorized to make such further copies of the archival file in perpetuity as it may deem necessary for purposes of archival preservation, refreshing, or migration, including migration to other formats, so long as the purpose of such copying is solely for continued use and/or archival retention of the data and does not violate or extend the use rights contained in this Agreement.

10. General.

(a) Notice. Notices given under this Agreement shall be in writing and may be delivered by hand or sent by internationally-recognized courier service, e-mail or fax to the physical address, e-mail address or facsimile number for each party set forth on the first page of this Agreement. Any such notice shall be deemed successfully given: (1) if delivered personally, at the time of delivery; (2) in the case of an internationally-recognized courier service, on the date of delivery confirmation; or (3) in the case of e-mail or facsimile, at the time of successful transmission.

(b) 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 sub-contract any of its obligations, except as provided in this Agreement in respect of the management and operation of the Server and the Publisher's Representative, without the prior written consent of the other party, which consent shall not unreasonably be withheld.

(c) Entire Agreement. This Agreement, including all annexes, exhibits and schedules, contains the final and entire agreement of the parties on the subject matter herein and supersedes all previous and contemporaneous oral or written negotiations or agreements on the subject matter herein.

(d) Amendment. This Agreement and the Schedules to this Agreement may not be amended except in writing executed by an authorized representative of each party.

(e) Severability. If any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability. Such provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement.

(f) Force Majeure. Any prevention of or delay in either party's performance hereunder due to labor disputes, acts of God, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond such party's reasonable control shall excuse such party's performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.

(g) Non-Waiver. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

(h) Survival. The provisions of this Agreement that should by their nature survive termination of this Agreement shall survive such termination, including, but not limited to, Sections 3(c), 4, 5(c), 6, 7, 8, 9 and 10.

(i) Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth below.

THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INCORPORATED

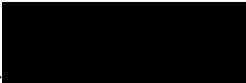
Signature: _____

Name: _____

Title: _____

Date: _____

LICENSEE

Signature:  _____

Name: Gwen Bird

Title: Executive Director

Date: Nov 26, 2013

EXECUTED by
William D. O'Connor
IEEE Director of Customer Operations

27 NOV 2013

 _____

**SCHEDULE A:
LICENSED PRODUCTS**

1. Licensed Products.

IEEE/IET Electronic Library (IEL): Unlimited, full-text access to the entire IEEE and IET collection of journals, magazines, and conference proceedings, plus all active IEEE standards.

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**SCHEDULE B:
AUTHORIZED SITES**

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1 University Drive
Athabasca, AB T9S 3A3

Mount Royal University
4825 Mount Royal Gate SW
Calgary, AB T3E 6K6

Simon Fraser University
W.A.C. Bennett Library
8888 University Drive
Burnaby, BC V5A 1S6

University of Alberta
5-07E Cameron Library
Edmonton, AB T6G 2J8

University of British Columbia
Irving K. Barber Learning Centre
1961 East Mall
Vancouver, BC V6T 1Z1

University of Calgary
MacKimmie Library Tower, Room MLT 404
2500 University Drive NW
Calgary, AB T2N 1N4

University of Lethbridge
4401 University Drive West
Lethbridge, AB T1K 3M4

University of Manitoba
Winnipeg, MB R3T 2N2

University of Regina
Dr. John Archer Library
3737 Wascana Parkway
Regina, SK S4S 0A2

University of Saskatchewan
Room 156, Main Library, Murray Building
3 Campus Drive
Saskatoon, SK S7N 5A4

University of Victoria
P.O. Box 1800 STN CSC
Victoria, BC V8W 3H5

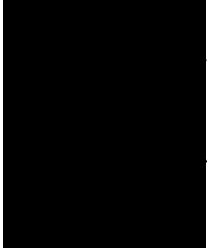
B. IP Address(es) of Authorized Site(s) - if proxy server is used, skip Part B and go to Part C:

Athabasca University
131.232.*.*
131.232.13.6 (Proxy server)

Mount Royal University
142.109.*.*
Proxy server: library.mtroyal.ca: 2048

Simon Fraser University
142.58.0-100.*
142.58.101.0-26
142.58.101.28-255
142.58.102-255.*
192.75.240-247.*
199.60.1-18.*
207.23.160-223.*

University of Alberta



University of British Columbia
128.189.128-255.*
128.189.64-95.*
137.82.*.*
142.103.*.*
142.231.64-95.*
142.90.*.*
198.162.32-63.*
206.87.0-63.*
206.87.112-159.*
206.87.192-223.*
207.23.94-95.*

University of Calgary
136.159.0.0 - 136.159.235.165
136.159.235.167 - 136.159.235.173
136.159.235.175 - 136.159.235.211
136.159.235.213 - 136.159.255.255
86.36.48.162 to 86.36.48.190
EZProxy: 136.159.235.223
Serials Solutions 360 IP: 207.170.234.211

University of Lethbridge
142.66.*.*
205.227.90.223

University of Manitoba
130.179.16.201-202
130.179.164.41-42

University of Regina
142.3.*.*

University of Saskatchewan

128.233.*.*
192.75.63.*
198.169.12-19
EZProxy: cyber.usask.ca
Proxy server: cyber.usask.ca:80

University of Victoria
142.104.*.*
206.087.160.000 - 206.087.191.255
206.87.80.* - 206.87.95.*

C. IEEE permits Licensee to make use of one or more proxy servers to provide Authorized Users with access to the Licensed Products. Please provide responses to the questions below so that IEEE can accurately monitor authentication and use of the Licensed Products.

1. Physical address of proxy server(s):

2. IP address(es) of proxy server(s):

included above (as indicated)

3. Intended use(s) of proxy server(s) - check all that apply:

Load balancing

Provide Remote Access

Other (please specify): _____

Licensee Responsibilities

Licensee shall: (a) be responsible for verifying the status of Authorized Users; (b) provide lists of valid IP addresses to IEEE and updating such lists promptly as changes are made; and (c) cooperate with IEEE in the implementation of additional security procedures reasonably requested by IEEE. Licensee represents and warrants that the list of IP addresses provided above is accurate and valid, and all such IP addresses are owned or controlled by Licensee.

Use of Blind Log-In Script

If Licensee opts to utilize a Blind Log-In Script, Licensee acknowledges and agrees to the following: (a) a Blind Log-In Script can only be placed on Licensee's secure, internal, password-protected network and can only be accessed by Authorized Users; (b) a simultaneous user session is immediately occupied when an Authorized User accesses the Licensed Products; (c) if a simultaneous user session is interrupted or expires for any reason, the Authorized User must return to Licensee's internal page that contains the link to the Licensed Products to re-gain access to the Licensed Products; and (d) an Authorized User will not be able to gain access to links provided by CrossRef, a collaborative reference linking service, within an Article. For more information regarding Blind Log-In Script, please contact onlinesupport@ieee.org.

**SCHEDULE C:
MULTI-YEAR AGREEMENT**

This Schedule C is hereby incorporated into the IEEE Online Products Agreement signed between the Council of Prairie and Pacific University Libraries (COPPUL) ("Licensee") and The Institute of Electrical and Electronics Engineers, Inc. ("IEEE"). The Access Fee listed below reflects payment for services for a period of three (3) years from Year 1 Service Date, unless otherwise stated. The Access Fee shall be as outlined in the schedule below (plus all applicable taxes, custom charges, insurance, shipping and/or other fees), and the purchase order shall be due thirty (30) days prior to the anniversary of each Service Date.

Year 1 Service Date – November 30, 2013 – November 29, 2014 - [REDACTED]

Year 2 Service Date – November 30, 2014 – November 29, 2015 - [REDACTED]

Year 3 Service Date – November 30, 2015 – November 29, 2016 - [REDACTED]

Terms & Conditions:

1. Licensee must submit a purchase order for Year 1.
2. Payment will be due in annual installments, as outlined above, thirty (30) days prior to the anniversary of the Service Date.
3. If Licensee: (1) Acquires additional corporations or subsidiaries or merges with another entity and wishes to provide access to additional locations; or (2) Effects any other change within its organizational structure that materially increases the scope of its access to license products, then the terms and conditions of this addendum shall be subject to amendment by IEEE, and the current access fee shall be subject to increase.
4. Early termination of this three-year agreement is subject to a penalty charge equivalent to 10% of the current year installment.
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By: [REDACTED]

Name: EWEN BIRD

Title: Executive Director

Date: Nov 26, 2013

LICENSOR:
INSTITUTE OF ELECTRICAL AND
ELECTRONICS ENGINEERS, INC.

By: [REDACTED]

Name: William D. O'Connor

Title: Director, Customer Operations

Date: 27. NOV. 2013