

**Ebrary Products
Addendum to ProQuest/COPPUL License**

An Addendum dated November 15, 2012 to the Agreement dated April 25, 2012 between ProQuest LLC and the Council of Pacific and Prairie University Libraries (COPPUL).

Licensed Material: Ebrary Academic Complete

Subscription Period: November 1, 2012 – October 31, 2013

Total Fee (excluding sales tax): *see schedule A*

Access Details:

Unrestricted, concurrent, multi-user, institution-wide access, including remote access with IP authentication.

Members of the Consortium Participating In the Agreement:

see schedule A

You, the Institution listed above, agree that you and your Authorized users are bound as follows:

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2. **Rights and Responsibilities.**

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- vi. utilize Ebrary ebooks for the purposes of fulfilling interlibrary loan requests, provided that the Participating Member complies with all applicable interlibrary loan laws and regulations
- vii. place selected listings and notices on the campus network to inform users of availability
- viii. display, download or print small portions of purchased ebooks for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users

- ix. provide links to Ebrary full text content in course pages, e-syllabi, e-reserves, and electronic learning environments such as but not restricted to systems such as Blackboard.
- x. subject to prior notification and approval by Ebrary in its sole discretion, use subscribed content to perform and engage in text mining/data mining activities for academic research and other educational purposes, provided access to Ebrary full-text content is limited to Authorized Users, no Ebrary content is made available at any time or in any form to nonsubscribers, and any software or products created as a result of text or data mining does not include Ebrary content or proprietary information.

c. Not Permitted

Authorized Users at Participating Members' institutions may not

- i. disseminate content from Ebrary outside the campus or institution by any means, except as noted above
- ii. systematically download content by robots or other automatic processes
- iii. burden server(s) with activities, such as computer programs, that automatically downloads content, commonly known as web robots, spiders, crawlers, wanderers, or accelerators. If there is evidence that such unauthorized activities have taken place, the Participating Member will be contacted, and access to the offending IP address(es) may be blocked if a prompt resolution is not achieved. No refunds or credits will be given for time without access as a result of such activities.
- iv. remove, cover, overlay, obscure, block, or change any copyright notices, legends, or terms of use; or modify or create a derivative work of any ebook content without the prior written permission of the copyright holder
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- vi. make agreements for access to Ebrary content with individuals, organizations, vendors, affiliates, or partners, who are not Authorized Users
- vii. engage in data mining or related activities, as described in Section 2(b)(x) above, without having secured Ebrary's permission.

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- 3. **Posted Terms of Service.** This Agreement and attached Addendum(s) signed by ProQuest and Consortium shall comprise the complete terms and conditions of use and shall override any Terms of Service that Ebrary may post on its website.
- 4. **MARC Records.** Full OCLC-quality batched sets of MARC records will be provided at no additional cost. Updates to existing records and new titles records

will be provided on a regular basis and in a format that render them useful to the consortia and its members.

- 5. Term and Termination.** At the expiry of this Agreement, the Licensee will not keep in his possession any data of the Ebrary products for further use or for archival reasons, nor give further access to the products unless explicitly agreed with Ebrary.

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

Accepted:

FOR THE LICENSOR:

ProQuest LLC:

Name: Dawn Brankham
Position: Sr. Manager, Customer Support

Signature: [REDACTED]

Date: 22-Jan-2013

FOR THE CONSORTIUM:

COPPUL

Name: Gwen Bird

Position: Executive Director

Signature: [REDACTED]

Date: November 29, 2012