

INSTITUTIONAL LICENSE TO USE THE DIGITAL EDITION OF THE LOEB CLASSICAL LIBRARY AND DARE

*Consortium ("Licensee") Name:* Council of Prairie and Pacific University Libraries

*Contact Person:* Kristina McDavid

*Title:* Executive Director

*Mailing Address:* Room 219 Humanities and Social Sciences Division, Koerner Library,  
University of British Columbia, 1958 Main Mall

*City, State, Zip:* Vancouver, British Columbia, Canada V6T 1Z2

*Telephone:* 604-827-0578

*Fax:* 604-822-9122

*Email:* [execdir@coppul.ca](mailto:execdir@coppul.ca)

*Internet Protocol Address(es) ("IP Addresses"):* Schedule 1

Licensee is authorized to act for and sign this License Agreement ("Agreement") on behalf of a group of libraries hereinafter known as the "Participating Member Institutions." This Agreement is entered into as of the Effective Date described below by and between the Licensee and Harvard University Press ("HUP"), a department of Harvard University. Rights and obligations referenced in this Agreement in regard to "Licensee" access to and use of the digital edition of the Loeb Classical Library, including any additions, supplements, or revisions (together, the "Licensed Materials") shall apply to all the Participating Member Institutions covered under this Agreement; however, Licensee is responsible only for fulfillment of its individual responsibilities under this Agreement. Neither Licensee nor any other Participating Member Institution shall be liable for any breach or default of another Participating Member Institution. Participating Member Institutions (which include Licensee) are listed in Schedule 1.

The Licensed Material is currently located at: [www.loebclassics.com](http://www.loebclassics.com).

By executing this Agreement, the parties accept the following terms and conditions:

1. Scope of License.

Subject to the terms of this Agreement, Licensee and each Participating Member Institution is granted a nonexclusive, revocable, nontransferable license to access and use the Licensed Material via the Participating Member Institution's IP addresses, secure referring URL, or agreed upon authentication system (e.g., Shibboleth) and to permit each Participating Member

Institution's Authorized Users to access and use the Licensed Material. A Participating Member Institution's rights are limited to it and do not extend to any related or affiliated organizations (except in the case of a multi-site license—see below).

An Authorized User is any individual who is authorized by a Participating Member Institution to access the Participating Member Institution's information services via secure authentication, whether the Authorized User is on-site or off-site, and who is either a current student (undergraduate or graduate) or member of the faculty or staff (whether full or part-time, permanent, temporary, contract or visiting appointments) of the Participating Member Institution. Persons who are none of the above, but who are permitted to access the Participating Member Institution's information services from computer terminals within the physical premises of the Participating Member Institution ("Walk-In Users") are also Authorized Users during the time they are within the physical premises of the Participating Member Institution. Walk-In Users may not be given means to access the Licensed Material when they are not within the physical premises of the Participating Member Institution. There are no contractual restrictions on the number of Authorized Users from a Participating Member Institution at any given time.

## 2. Payment Terms.

Payment terms, and any additional business terms, shall be as provided in the applicable HUP invoice.

## 3. Permitted Uses.

The Licensed Material is copyrighted by Harvard University. Subject to the copyright, an Authorized User may:

- View and search the Licensed Material
- Create a unique personal profile/account
- Share content via native email and social media (some content types will be accessible only to recipients who are Authorized Users)
- Via the personal account, annotate and organize content and collaborate with other Authorized User personal accounts
- Print and otherwise reproduce portions of the content
- Transfer a personal account to another Participating Member Institution if the user is also an Authorized User at that institution

Provided that the Authorized User may reproduce and use the Licensed Material only for the purposes of research, teaching, private study, education, distance learning, administrative use, and other Scholarly and Educational Uses consistent with the normal practices and activities of

the Licensee and the Participating Member Institutions within the bounds of copyright fair use under US law or as permitted under the Copyright Act of Canada.

Subject to the copyright, Participating Member Institutions may:

- Provide to a library of a non-Member or directly to a patron of a non-Member, by paper or electronic means, a single copy of an individual document being part of the Licensed Materials, within the guidelines of traditional interlibrary loan practices and applicable copyright laws. The Licensee acknowledges platform's lack of content download functionality
- Participating Member Institutions and Authorized Users, may incorporate parts of the Licensed Materials in printed and electronic Course Packs and 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. Course Packs in alternate formats may also be offered to Authorized Users that require Accessible Formats.
- Participating Member Institutions and Authorized Users may distribute single copies of individual articles or items of the Licensed Materials 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 Participating Member Institution. The Licensee acknowledges platform's lack of content download functionality.

#### 4. Restrictions.

All other uses are prohibited. Without limitation, the Licensee, each Participating Member Institution and its Authorized Users may not

- Disseminate any Licensed Material outside the Participating Member Institution (or the Licensee as the case may be) by any means, except as specifically authorized above; or store any electronic file of such material on any intranet or other centrally accessible network or server,
- Sell, resell, lend, transfer, or otherwise commercially exploit any Licensed Material
- Remove, obscure or modify copyright notices, text acknowledgements, attributions or other means of identification, or disclaimers as they appear in the Licensed Material
- Modify the Licensed Material

Use of the Licensed Material on more than one campus per Participating Member Institution or sharing of this resource with affiliates is not permitted unless HUP has agreed to grant multi-site access to the Participating Member Institution.

Each Participating Member Institution, and the Licensee, is responsible for taking reasonable measures to prevent access by unauthorized persons to its IP addresses, and is responsible for

terminating any unauthorized access to the Licensed Material of which it has notice or knowledge. Neither the Licensee nor the Participating Member Institutions are liable to the Licensor in respect of any such unauthorized use so long as such reasonable efforts were made.

5. Disclaimer of Warranties—Limitation of Liability.

The disclaimers and limitations stated here apply to the Licensee, Participating Member Institutions, and to all Authorized Users.

THE LICENSED MATERIAL IS PROVIDED “AS IS”. HUP MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF INFORMATION CONTAINED IN THE LICENSED MATERIAL OR AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LICENSED MATERIAL. THE LICENSED MATERIAL MAY CHANGE AT ANY TIME WITHOUT NOTICE. IN NO EVENT WILL HUP BE LIABLE TO LICENSEE, PARTICIPATING MEMBER INSTITUTIONS OR ANY AUTHORIZED USER FOR DIRECT, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF DATA OR PROFITS, ARISING OUT OF THE USE OF OR INABILITY TO USE LICENSED MATERIAL, EVEN IF HUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL HUP’S AGGREGATE LIABILITY OF ANY NATURE WHATSOEVER TO LICENSEE, A PARTICIPATING MEMBER INSTITUTION AND ANY AUTHORIZED USER EXCEED THE AGGREGATE FEE PAID BY LICENSEE FOR USE OF LICENSED MATERIAL BY THAT PARTICIPATING MEMBER INSTITUTION AND ITS AUTHORIZED USERS DURING THE CALENDAR YEAR IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

HUP does not guarantee that the Licensed Material will be accessible at any time or in any particular hardware or software environment. HUP will not be responsible for any delay or failure in performance resulting from any cause beyond its reasonable control.

6. Term and Termination.

This Agreement shall become effective upon HUP’s receipt of Licensee’s signature to this Agreement (“Effective Date”) and shall remain in effect thereafter for so long as the Licensee remains current in its payments.

In the event that Licensee shall breach or fail to perform any obligation under this Agreement, HUP may, in addition to any other remedies it may have under law, terminate the Agreement by written notice to Licensee, whereupon HUP shall immediately disable all access to the Licensed Material under this Agreement.

In the event that any Participating Member Institution shall breach or fail to perform any obligation under this Agreement, HUP may, in addition to any other remedies it may have under law, terminate the Agreement as to that Participating Member Institution by written notice to it, whereupon HUP shall immediately disable all access of the Participating Member Institution and its Authorized Users to the Licensed Material under this Agreement.

7. General.

This Agreement, together with the HUP invoice, constitutes the entire agreement between the parties hereto and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments, and understandings relating to use of and access to the Licensed Material.

No waiver, amendment, or modification of this Agreement shall be effective unless it is in writing and signed by both the parties.

This Agreement is governed by the laws of the Commonwealth of Massachusetts, USA, without regard to conflicts of laws rules, and any claims against HUP must be brought in the state and federal courts of the Commonwealth of Massachusetts. If the parties disagree over an interpretation of this License Agreement or whether a party is in breach of any part of this License Agreement, the parties 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.

This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded.

Neither the Licensee nor any Participating Member Institution may assign, transfer or sublicense its rights under this Agreement.

Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect.

*Licensee's Authorized Signature:* \_\_\_\_\_

*Signer's Name:*

*Signer's Title:*

*Date:*

*HUP's Signature:* \_\_\_\_\_

*Signer's Name:*

*Signer's Title:*

*Date:*

Return this signed agreement within sixty (60) days to:

Sales Department

Harvard University Press

79 Garden St.

Cambridge, MA 02138

For questions or comments, please email: [loebclassics\\_sales@harvard.edu](mailto:loebclassics_sales@harvard.edu)

### Schedule 1

The Schedule, dated \_\_\_\_\_ shall govern access to the Licensed Materials for the following Participating Member Institutions and corresponding IP addresses:

<b>Participating Member Institution</b>	<b>IP</b>
University of Alberta (LOEB Perpetual)	129.128.*.*; 142.244.0-10.*; 142.244.12-251.*; 198.161.218.*; 199.185.2-3.*; 209.115.220-221.*; 129.128.216.34 (EZ Proxy); 129.128.216.32 (EZ Proxy)
University of Victoria (LOEB Perpetual)	134.87.128.0 - 134.87.191.255; 142.104.*.*; 206.87.80.* - 206.87.95.*; 206.087.160.000 - 206.087.191.255
University of Winnipeg (LOEB Perpetual)	142.132.*.*; EZProxy: 142.132.1.147
University of Manitoba (LOEB Perpetual)	132.174.250.38
MacEwan University (LOEB Perpetual)	192.75.140.0-192.75.140.255; 192.139.26.0-192.139.26.255; 192.139.29.0-192.139.29.255; 198.161.32.0-198.161.63.255; 204.209.21.0-204.209.23.255
University of Saskatchewan (LOEB Perpetual)	128.233.0.0 - 128.233.210.55; 128.233.210.57; 128.233.210.59 - 128.233.255.255; 198.169.12.0 - 198.169.19.255; 192.75.63.0 - 192.75.63.255; Proxy server: cyber.usask.ca:80; EZProxy: cyber.usask.ca
Dalhousie University (LOEB Perpetual)	129.173.*.*; 129.173.72.87 (Proxy Server); 129.173.72.149 (Proxy server); 24.222.79.230; 24.222.54.193 - 24.222.54.254; 134.190.128.0 - 134.190.255.255
University of British Columbia (LOEB Subscription and DARE Subscription)	198.162.32-63.*; 142.231.64-95.*; 142.90.*.*; 142.103.*.*; 137.82.*.*; 128.189.64-95.*; 206.87.0-63.*; 128.189.128-255.*; 206.87.112-159.*; 206.87.192-223.*; 207.23.94-95.*