2018-2021 ACM Digital Library
Consortium License Renewal Agreement
Consortia Canada

August 1, 2018

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

- **Bureau de cooperation interuniversitaire**, "500 Sherbrooke Street Ouest, Suite 200, Montréal, QC, CANADA H3A 3C6 (BCI),
- **British Columbia Electronic Library Network**, W.A.C. Bennett Library, 7th Floor, Simon Fraser University, 8888 University Drive, Burnaby, BC, CANADA V5A 1S6 (BC ELN),
- **Council of Atlantic University Libraries / Conseil des bibliothèques universitaires de l'Atlantique**,120 Western Parkway, Suite 202, Bedford, NS, CANADA B3B 0V2 (CAUL/CBUA),
- **Council of Prairie and Pacific University Libraries**, LCR Administrative Suite, 6th Floor TFDL, University of Calgary, 2500 University Drive NW, Calgary, AB, CANADA T2N 1N4 (COPPUL),
- **BC Libraries Co-operative**, Suite 320, 185-911 Yates Street, Victoria, BC, CANADA V8V 4Y9,
- **Ontario Colleges Library Services**, 74 Gervais Drive, Toronto, ON, CANADA M3C 1Z3 (OCLS),
- **Ontario Council of University Libraries**, 130 St. George St., Toronto, ON, CANADA M5S 1A5 (OCUL),
- **The Alberta Library**, Room 6-14, Sir Winston Churchill Square, Edmonton, AB, CANADA T5J 2V5 (TAL)

(Collectively known as the "Subscriber").

The "Subscriber" is authorized to act for and sign this Agreement on behalf of member libraries hereinafter known as the "Member Institutions." Rights and responsibilities referenced in this Agreement in regard to "Licensee" shall apply to all the Member institutions covered under this Agreement. Neither Licensee nor any other Member Institutions shall be liable for any breach or default of another Member Institution. Member Institutions are listed in Appendixes A and B.

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 access and use the DL from the premises of the Member Institution, or remotely via secure authentication, to 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.

   FAIR DEALING. Notwithstanding any other provisions of this Agreement, nothing shall in any way restrict or limit the ability of Member Institutions, Authorized Users or Walk-in Users to engage in or conduct any activity

that is otherwise permitted under Canadian copyright laws, including without limitation pursuant to any fair dealing exceptions.

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.

    The Subscriber may alter or modify the Licensed Materials as necessary to provide an equivalent level of service to Authorized Users with appropriately documented print or other disabilities.

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 54 members (listed in Appendix A) and the 1-Year group consists of 20 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 (54 members) shall be given web-based access to the DL during the term beginning July 1, 2018 and concluding June 30, 2021.
    -   The 1-Year group (20 members) shall be given web-based access to the DL during the term beginning July 1, 2018 and concluding June 30, 2021.

5. Licensing Fees. **2018-2019 ACM DL licensing fee for the Subscriber is $‌‌‌‌‌‌**, which is based on ACM's Academic Pricing. For the period beginning July 1, 2018 and concluding June 30, 2019, these fees are divided among the 3-Year and 1-Year groups as follows:

    -   **3-Year Group fees are ‌‌‌‌‌‌ (54 Institutions)**
    -   **1-Year Group fees are ‌‌‌‌‌‌ (20 Institutions)**

    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 3-Year Group will follow the below schedule based on the maximum annual 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 Tiers	2018-2019 ACM DL	2018-2019 ACM DL	2019-2020 ACM DL	2019-2020 ACM DL	2020-2021 ACM DL	2020-2021 ACM DL

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

All fees include access to:

- The current year's Publications including: 53 peer reviewed scholarly journals; 8 technical magazines, ACM's complete collection of conference proceedings containing over 2,500 volumes of scholarly materials; and 37 technical newsletters sponsored by ACM's technical Special Interest Groups (SIGs)
- ACM Guide to Computing Literature, ACM's bibliographic database and abstracting & indexing service
- An up-to-date list of the contents of the ACM Digital Library is posted at
 https://libraries.acm.org/digital-library/contents

6. ACM Guide to Computing Literature. The Licensor shall provide complimentary access to ACM's bibliographic database and abstracting & indexing service.

7. Access to Historical Archive. The Licensor shall provide complimentary access to the complete archive of all ACM Publications dating back to each publication's first issue or volume. This complimentary access does not include archival rights, which can be arranged with the Licensor by separate Agreement.

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

9. 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.

10. 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 use of robots or intelligent agents is not permitted under the terms of this Agreement and any significant usage resulting from the use of such robots or intelligent agents will result in increased usage-based fees upon renewal of this Agreement consistent with the ACM Digital Library pricing policy in effect at the time of renewal. Furthermore, ACM reserves the right to suspend or terminate this Agreement if systematic downloading of the DL is discovered.

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 Authorised User as long as the Licensee complied with the terms of Clauses 2, 9, and 10, 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.

11. Inter-Library Loans. 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. The Subscriber's Authorized Users may download and print articles for personal use and archive contents on their own personal computers. Facsimile images that are exact representations of the print pages or of printouts from the electronic database may be provided for interlibrary loan under CONTU guidelines and distributed in paper, fax, or digital form. Libraries may include copies of DL digital content in local electronic course reserve systems limited to use of Authorized Users of current classes.

12. Educational and Library Uses of Copyrighted Material. Electronic Reserves - Permission granted without fee provided the library or institution has an authentication mechanism for controlled access to the server and a license to the ACM-copyrighted work. A college, university or other accredited institution may place a single copy of a definitive version of the work in its library's electronic reserves for the duration of its educational needs for that work, provided that access is limited to its enrolled students (including those in its distance learning programs), faculty, and staff. Those institutions without a current license to the work should contact permissions@acm.org.

13. 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. The Subscriber also warrants that it shall keep confidential from any third party any and all subscription, licensing, and pricing information provided by the Publisher, except as may be required in its capacity as an administrator for a consortium of subscribing institutions or as required by law.

14. 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.   ACM will allow up to five (5) member libraries from the 3-Year Group to cancel in any one year of the Agreement. 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 paid before the request for termination.

15. Post-Cancellation Perpetual Access. Upon termination of this Agreement, and upon written request from the Authorised Institution, the Publisher will provide the Authorised Institution and their Authorised 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 the ACM DL platform (http://dl.acm.org), Portico, CLOCKSS or other means mutually

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agreed upon by the Publisher and the Subscriber. Authorized Institutions requesting Post-Cancellation Access (PCA) services agree to provide the Publisher with a complete list of current IP Addresses registered for its institution at the time subscription access is terminated and PCA services are activated. All IP information provided will remain valid for the duration of the Authorised Institution's post-cancellation access, and no further changes or updates to this information will be made by the Publisher. The full text of the electronic files may not be resold at any time; this remains in effect in perpetuity. Authorised Institutions will be required to sign a separate Post-Cancellation License Agreement with the Publisher. Continuing post cancellation access is subject to the terms and conditions of use of this License.

16. Persons with Visual, Perceptual or Physical Disabilities. The ACM Digital Library uses the Open Source Content Management System Plone and has been designed to be completely accessible and usable, working in accordance with the Web Content Accessibility Guidelines (WCAG v1.0). Please also see ACMs VPAT (Voluntary Product Accessibility Template) form attached as part of Appendix C.

17. Amendments. All amendments and modifications to this Agreement shall be made in writing and be signed by duly authorized representatives of both parties.

18. 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.

19. 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.

Both parties hereby agree to the above terms,

Signatures

FOR THE LICENSOR: **ASSOCIATION FOR COMPUTING MACHINERY (ACM)**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSEE AND MEMBER INSTITUTIONS: **BUREAU DE COOPÉRATION INTERUNIVERSITAIRE (BCI)**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSOR: **ASSOCIATION FOR COMPUTING MACHINERY (ACM)**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSEE AND MEMBER INSTITUTIONS: **BRITISH COLUMBIA ELECTRONIC LIBRARY NETWORK (BC ELN)**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSOR: **ASSOCIATION FOR COMPUTING MACHINERY (ACM)**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSEE AND MEMBER INSTITUTIONS: **COUNCIL OF ATLANTIC UNIVERSITY LIBRARIES / CONSEIL DES BIBLIOTHÈQUES UNIVERSITAIRES DE L'ATLANTIQUE (CAUL/CBUA)**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSOR: **ASSOCIATION FOR COMPUTING MACHINERY (ACM)**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSEE AND MEMBER INSTITUTIONS: **COUNCIL OF PRAIRIE AND PACIFIC UNIVERSITY LIBRARIES (COPPUL)**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSOR: **ASSOCIATION FOR COMPUTING MACHINERY (ACM)**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSEE AND MEMBER INSTITUTIONS: **BC Libraries Co-operative**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSOR: **ASSOCIATION FOR COMPUTING MACHINERY (ACM)**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSEE AND MEMBER INSTITUTIONS: **ONTARIO COLLEGES LIBRARY SERVICES (OCLS)**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSOR: **ASSOCIATION FOR COMPUTING MACHINERY (ACM)**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSEE AND MEMBER INSTITUTIONS: **ONTARIO COUNCIL OF UNIVERSITY LIBRARIES (OCUL)**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSOR: **ASSOCIATION FOR COMPUTING MACHINERY (ACM)**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSEE AND MEMBER INSTITUTIONS: **THE ALBERTA LIBRARY (TAL)**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

APPENDIX A
Three-Year Group Participants (54)

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

38	University of Guelph	1
39	Lakehead University	2
40	Laurentian University	2
41	McMaster University	3
42	University of Ottawa	3
43	Queen's University	3
44	Ryerson University	3
45	University of Toronto	3
46	Trent University	2
47	University of Waterloo	3
48	University of Western Ontario	3
49	Wilfrid Laurier University	2
50	University of Windsor	2
51	York University	3
52	University of Ontario Institute of Technology	2
53	Ontario College of Art and Design	2
54	Royal Military College	1

APPENDIX B
One-Year Group Participants (20)

No.	Institution Name	ACM DL Tier Profile
	The Alberta Library (TAL)	
1	University of Calgary	3
2	University of Lethbridge	2
3	King's University College	1
4	Grand Prairie Regional College Library **(Comm.College)**	1
5	Northern Alberta Institute of Technology – NAIT **(Comm. College)**	1
6	Southern Alberta Institute of Technology – SAIT **(Comm. College)**	1
	Ontario Colleges Library Services OCLS (Comm. Colleges)	
7	Centennial College	1
8	Conestoga College	1
9	Confederation College	1
10	Durham College	1
11	Seneca College	1
12	Sheridan College	1
13	Fanshawe College	1
	COPPUL	
14	Saskatchewan Polytechnic	1
	BC ELN	
15	Kwantlen Polytechnic University	1
16	Royal Roads University	2
17	Okanagan College	1
	OCUL	
18	Nippising University	2
19	Algoma University	1
	Manitoba Library Consortium (MLCI)	
20	Red River College	1

VPAT™

Voluntary Product Accessibility Template®

Version 1.3

The purpose of the **Voluntary Product Accessibility Template**, or **VPAT™**, is to assist Federal contracting officials and other buyers in making preliminary assessments regarding the availability of commercial "Electronic and Information Technology" products and services with features that support accessibility. It is assumed and recommended that offerers will provide additional contact information to facilitate more detailed inquiries.

The first table of the Template provides a summary view of the Section 508 Standards. The subsequent tables provide more detailed views of each subsection. There are three columns in each table. Column one of the Summary Table describes the subsections of subparts B and C of the Standards. The second column describes the supporting features of the product or refers you to the corresponding detailed table, e.g., "equivalent facilitation." The third column contains any additional remarks and explanations regarding the product. In the subsequent tables, the first column contains the lettered paragraphs of the subsections. The second column describes the supporting features of the product with regard to that paragraph. The third column contains any additional remarks and explanations regarding the product.

Date: 8/01/2018
Name of Product: ACM Digital Library
Contact for more Information (name/phone/email):

Summary Table VPAT™ Voluntary Product Accessibility Template®		
Criteria		
Section 1194.21 Software Applications and Operating Systems *not needed*		
Section 1194.22 Web-based Internet Information and Applications		
Section 1194.23 Telecommunications Products *not needed*		
Section 1194.24 Video and Multi-media Products *not needed*		
Section 1194.25 Self-Contained, Closed Products *not needed*		
Section 1194.26 Desktop and Portable Computers *not needed*		
Section 1194.31 Functional Performance Criteria *not needed*		
Section 1194.41 Information, Documentation and Support *not needed*		

Association for Computing Machinery

Section 1194.22 Web-based Internet information and applications – Detail		
VPAT™		
Voluntary Product Accessibility Template®		
Criteria	**Supporting Features**	**Remarks and explanations**
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Supports	Alt tags
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Does not Support	
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Supports	
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Supports	
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not Applicable	
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Supports	
(g) Row and column headers shall be identified for data tables.	Supports	for our bibliometrics
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Supports	for our bibliometrics
(i) Frames shall be titled with text that facilitates frame identification and navigation	Not Applicable	
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not Applicable	
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Not Applicable	
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Supports	Commenting feature
(m) When a web page requires that an applet, plug-in or other application be present on the client	Supports	Pdf, mov,mp4

system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).		
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Supports	Commenting and search features
(o) A method shall be provided that permits users to skip repetitive navigation links.	Not Applicable	No repetitive navigation
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not Applicable	