



Account # 1294021
Council of Prairie and Pacific University Libraries
January 1, 2018 – December 31, 2019

AIP PUBLISHING LLC CONSORTIUM LICENSE AGREEMENT

This Agreement is entered into as of the 1st day of December 2017, by and between:

AIP Publishing LLC (“AIP”), with offices at *1305 Walt Whitman Road, Suite 300, Melville, NY 11747-4300*, acting on its own behalf and as an agent of the publishing customers (“the Publishers”) whose online journals are listed in Appendix A;

and

the *Council of Prairie and Pacific University Libraries* (COPPUL) (“The Consortium”), with offices at Room 219 Koerner Library, University of British Columbia, 1958 Main Mall Vancouver, British Columbia V6T 1Z2 acting on behalf of its member institutions (“the Members”), listed in Appendix D.

WHEREAS, AIP and the Consortium agree that it is desirable to allow Authorized Users, as defined below, at each of the Consortium’s member institutions to have access to the online versions of the Publishers’ titles irrespective of location or of the separate journal subscriptions held by the individual Members.

THEREFORE, the parties agree as follows:

1. SCOPE AND COVERAGE

a. The journals (“the Licensed Material”) covered by this Agreement are the electronic versions of those titles listed in Appendix A.

b. AIP warrants that this Agreement applies to its own titles and to the titles of other Publishers listed in Appendix A, for whom AIP acts as agent for the purposes of this Agreement.

c. The Consortium warrants that it is authorized to act on behalf of its Members with regard to this Agreement and stipulates that all terms and conditions of this Agreement are accepted by the individual Members, who acknowledge that they are individually responsible for enforcing the terms and conditions set forth herein, whether or not they have individually signed this Agreement or a user license agreement for single institutions.

2. AUTHORIZED USERS

AIP grants to the Members and Authorized Users at Member institutions online access to titles listed in Appendix A. This grant extends only to the Members and to Authorized Users at Member institutions and may not be transferred or extended to others. “Authorized Users” means only the employees, faculty and students officially affiliated with the Members, and persons with legal access to the Members’ library collections and facilities on-site, using an IP address within the ranges identified in Appendix C, or off-site via Secure Authentication and who are affiliated with the Member institutions (whether on a permanent or temporary basis). Persons who are not a current member of the Consortium, but who are permitted to access the Members information services from computer terminals within the physical premises of the Members institutions, 'Walk-In Users', are also deemed to be Authorized Users, only for the time they are within these physical premises. “Walk-In Users” may not be given means to access the Licensed Material when they are not within these physical premises. The Consortium and its Members will exercise reasonable vigilance and shall be responsible for all access control and security measures necessary to ensure that the Members’ IP addresses are not used by anyone other than Authorized Users. The Consortium and its Members warrant and represent that common and reasonable methods will be used to inform Authorized Users of general terms and conditions for the use of the Licensed Material that are consistent with this Agreement. Furthermore, the Consortium and its Members will make every attempt to enforce the terms of this Agreement upon receiving information from AIP or any other source that reasonably indicates that one or more Authorized Users is in violation of the terms of this Agreement.

3. IP ADDRESSES

Authorized Users will be recognized and authorized by their Internet address. IP addresses and/or address ranges for the Member institutions are indicated in Appendix C. AIP requires the Consortium and/or its individual Members to provide the name and e-mail address of a network contact who will be the primary contact person for AIP. The Consortium may submit the IP addresses of additional Members throughout the license period for AIP’s approval, subject to the terms of section 8(a)(1).

4. USAGE STATISTICS

COUNTER-compliant usage reports are available via SCITATION. Consortia and member administrators may run reports based on the (aggregated) usage from all Member’s institutions.

5. PERMITTED USE

a. Authorized Users are permitted online access to the Licensed Material listed in Appendix A, and may download, save, or print text, search results, or other information solely for their private use, research, education, distance learning, teaching, and administrative use associated with the normal practices and activities of Licensee and consistent with the fair dealing doctrine and exceptions for educational institutions and libraries in Canadian copyright law and comparable principles of international copyright law.

b. The Publisher of each online journal listed in Appendix A grants the Members and Authorized Users permission to use brief quotations from the content of the online journals with the customary acknowledgment of the source, and to copy and transmit content from individual articles in “person-to-person” and non-systematic scholarly exchanges of information between Authorized Users and specific individuals.

c. Members may supply a copy of an article to a library that is not a Member of the Consortium only under the following conditions:

1. Licensee may use the Licensed Content to fulfill a reasonable number of requests from other libraries for specific articles for interlibrary loans (“ILL”). The Licensed Content for ILL may be transmitted by mail, fax or secure, prevailing technology, provided that Licensee will not require the receiving library to pay a fee, and to the best of Licensee’s knowledge, the ILL is for the purposes of research or private study, and not for commercial use. The borrowing and lending libraries will comply with applicable copyright laws and traditional ILL guidelines and practices.

2. Members may not supply an article to another library on a commercial, revenue-generating basis without full payment of the Publisher’s royalty, as indicated by the Item Fee Code for each publication.

3. No article may be supplied to a corporation or other non-academic institution without full payment of the Publisher’s royalty.

4. Members may not remove, obscure or modify copyright notices that are part of an article to be printed and supplied to another library.

d. Faculty at Member institutions may include articles from the Licensed Material in anthologies (coursepacks) in print or digital form for distribution to Authorized Users for their use in connection with classroom instruction or in reserves (print or digital) set up by Consortium libraries for access by Authorized Users in connection with specific courses offered by the Members. Copies of items in digital form which are included in online coursepacks or reserves will be deleted by the Consortium or its Members after the end of the semester in which the related course concludes.

e. The Consortium agrees that use of the Licensed Material by the Members or Authorized Users other than indicated above is a violation of the terms of this Agreement.

6. PROHIBITIONS ON CERTAIN USE

a. Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials. Altering, recompiling, reselling, publishing or republishing of any journal text, search result, or other information from the Licensed Materials, or any portion thereof, in any form or medium, is prohibited.

b. Systematic or programmatic downloading, printing, transmitting, or copying of the Licensed Material, including for text and data mining, is prohibited. "Systematic or Programmatic" means downloading, printing, transmitting, or copying activity of which the intent or the effect is to capture, reproduce, or transfer the entire output of a journal volume, a journal issue, or a journal topical section, or sequential or cumulative search results, or collections of abstracts, articles, or tables of contents. Other such systematic or programmatic use of the Licensed Material that interferes with the access of Authorized Users or that may affect the performance of the Publishers' systems, for example, the use of "robots" to index content, or downloading or attempting to download large amounts of material in a short period of time, is prohibited. Redistribution of the Licensed Material, except as permitted in Section 5, without permission of the Publishers and/or payment of a royalty to the Publishers or to the appropriate Reproduction Rights Organization, is prohibited.

c. All rights not expressly granted herein are reserved to the stated Publisher of the Licensed Material. The Members and Authorized Users may not circumvent AIP's access control systems or the Publishers' systems or services to make any attempt to gain unauthorized access to any other system or network.

7. DURATION OF AGREEMENT

a. This Agreement is for the two-year period January 1, 2018, to December 31, 2019, and becomes effective on receipt by AIP of the Agreement signed by an authorized agent of the Consortium and on receipt of payment of the Consortium Unique Title List Fee as defined in section 8.

b. This Agreement will terminate:

1. Following thirty (30) days' prior written notice that any term or condition of this Agreement is violated for any reason, knowingly or unknowingly, provided that violation is not remedied with all reasonable haste upon notification. The foregoing notwithstanding, the Publishers reserve the right to suspend access to any individual IP address or address range immediately upon detecting a breach of this Agreement by a person or persons at the IP addresses in question. AIP will use reasonable efforts to notify the Member as soon as possible, of any such suspension of service, by sending e-mail to the authorized agent address included in this Agreement.

2. No later than March 1 of any year of the Agreement if AIP has not received the Members' Access Fees and journal subscriptions payments from the Consortium for that year.

3. By December 31, 2018, if AIP and the Consortium have not agreed to a renewal of the Agreement no later than October 31, 2018. This is contingent on receipt of the renewal quote from AIP to the Consortium no less than 45 days prior.

8. FEES AND PAYMENT

a. The Consortium agrees to pay a Consortium Unique Title List Fee as set out in Appendix B. The fee is payable upon receipt of an invoice from AIP. The Members' Access Fees and the journal subscription payments are subject to each Publisher's annual price increase for the journals listed in Appendix A. Only the following adjustments may be made to the fee structure:

1. The Consortium may request that new Members be added to this Agreement throughout the license period subject to the Publishers' approval, such approval not to be unreasonably withheld. AIP may take account of any current or prior subscriptions to the Publishers' journals held by such Members. All adjustments to the list of Members or IP addresses and to the fee structure are to be mutually agreed by AIP and the Consortium.

2. A new title, not initially included in the Licensed Materials listed in Appendix A, may be added to this Agreement at any time, at a price to be agreed upon by AIP and the Consortium.

3. If any journal in Appendix A ceases publication or is withdrawn by a Publisher or if the Publishers are otherwise unable to provide continued access to any title during the term of this Agreement, the Member's annual subscription payments and/or access fees may be adjusted by agreement between the Publishers and the Consortium.

4. For multi-year subscriptions, if funding of a Member Institution is materially reduced and Member Institution thereby becomes unable to pay future amounts payable pursuant to this Agreement, Member Institution may give Licensor written notice of termination and this Member Institution's participation in this Agreement shall terminate effective the later of: (i) 30 days after the giving of such notice; or (ii) the expiration of any prepaid Subscription Period. For all other Members, the terms of this Agreement will remain in force.

b. The Consortium agrees that, with the exceptions listed above, there will be no other reductions or adjustments in the fee structure for the duration of this Agreement.

9. COPYRIGHT

The Licensed Materials and their contents, including abstracts, are copyrighted as indicated within the individual journals. The Licensed Materials are subject to all applicable copyright, database protection and other rights of the stated owner and Publisher under the laws of the U.S. and other countries. Copyright notices in the Licensed Materials and its articles may not be removed, obscured, or modified in any way. Unauthorized copying or redistribution of any Licensed Materials is a violation of copyright laws.

10. FAILURE OF PERFORMANCE

The Publishers endeavor to provide service 24 hours a day, 365 days a year. The Publishers will announce to subscribers any planned downtime necessary for service upgrades, and will always seek to minimize the length and effect of such downtime. The Publishers, however, will not be liable for any delay, transmission error, software or equipment incompatibilities, force majeure or other failure of performance. The Publishers will use all commercially reasonable efforts to correct any material performance problem brought to its attention as quickly as possible and may suspend performance pending such correction.

11. ARCHIVAL RIGHTS OF SUBSCRIBERS

Subscribers who subscribe at full rates will retain online access to each year of content for which a current paid subscription was held, beginning with the 1999 term. There is no charge for such access as long as the Subscriber has an active paid subscription to any AIP archival journal. If the Subscriber lapses all titles, then AIP will charge an annual maintenance fee for continued online access to any previously subscribed material. This archive policy does not apply to Subscribers who receive electronic access to AIP content through a an access fee alone.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

a **Right to Grant License.** AIP represents and warrants that: (i) it is entitled to grant the licenses granted in this Agreement; (ii) that the grant of licenses of the Licensed Material does not violate any other parties intellectual property rights and complies with all applicable laws; and (iii) is authorized to execute this Agreement. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, AIP MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ONLINE JOURNALS AND SCITATION, INCLUDING THEIR QUALITY, ORIGINALITY, SUITABILITY, SEARCHABILITY, OPERATION, PERFORMANCE, COMPLIANCE WITH ANY COMPUTATIONAL PROCESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

b **Limitation of Liability.** AIP AND THE PUBLISHERS SHALL NOT BE LIABLE FOR: EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR TYPES OF DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SUBSCRIPTION OR LICENSES GRANTED HEREUNDER, THE USE OR INABILITY TO USE ANY ONLINE JOURNAL, THE PUBLISHERS' PERFORMANCE UNDER THIS AGREEMENT, TERMINATION OF THIS AGREEMENT BY AIP OR THE LOSS OF DATA, BUSINESS OR GOODWILL, EVEN IF AIP AND THE PUBLISHERS ARE ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF AIP

AND THE PUBLISHERS FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF ANY BREACH OR TERMINATION OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY THE SUBSCRIBER TO AIP FOR THE ONLINE JOURNAL SUBSCRIPTION FOR THE CURRENT SUBSCRIPTION YEAR IN WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED, WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION DUE TO NEGLIGENCE. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. No claim may be made against AIP or the Publishers unless suit is filed thereon within two (2) year after the event giving rise to the claim.

13. GOVERNING LAW

All differences and disputes that may arise out of this Agreement or in connection therewith are to be settled by direct discussions between the parties. Any dispute or claims arising after such discussions, relating to this Agreement (including its validity and interpretation) shall be governed by, and construed and enforced in accordance with, the law of the State of New York without reference to its choice of law doctrine.

14. GENERAL

This Agreement constitutes the entire agreement between the parties and supersedes any prior communication or agreement between the parties with respect to the subject matter hereof. The headings used in this Agreement are for convenience only and are not to be considered in construing the terms of this Agreement. Subject to termination under Section 6, this Agreement may be amended only by consent (via mail, email, or fax) of both parties. The Consortium and its Members may not make any changes to this Agreement without written consent of AIP.

The Consortium and its Members must pay any applicable taxes (including but not limited to any Value Added Taxes, Sales Taxes, and Import Taxes) other than taxes on AIP's net income, arising out of the Members' use of SCITATION, the Licensed Material and/or the rights granted under this Agreement.

The Consortium and its Members may not assign or transfer their rights under this Agreement. The provisions of Sections 2, 5, 6, 9, 10, 11, 12 and 15 hereof shall survive any expiration or termination of this Agreement.

15. CONFIDENTIALITY

Each party shall use its best endeavors to safeguard confidential information of the other party. For the purpose of this Agreement, confidential information means information concerning the IP addresses or special terms, agreed to by the parties but does not apply to the mere acknowledgement of this Agreement. For the avoidance of doubt, license terms and conditions of use, content licensed by each Members, and payment terms are not considered to be confidential information for the purposes of this Agreement. Confidential information may be disclosed to Subscriber's Sites, subscription agents and any other natural or legal person who is involved in the implementation of this Agreement, but may not be shared outside the intended parties. Any information which at the commencement of this Agreement is or becomes available to the public and information required to be disclosed by law or by regulations of any governmental authority shall not be deemed confidential information for the purposes of this clause.

I have read and agree to adhere to and abide by all the terms and conditions stated above, and I certify that I am authorized to sign this Agreement on behalf of the Consortium.

For the Consortium

Name: *Kristina McDavid*

Title: *Executive Director*

Signature:

Date:

For the Publisher

Name: *Kevin Steiner*

Title: *Head of Global Sales and Advertising*

Signature:

Date:

Please mail the completed and signed Agreement to:

AIP Publishing LLC
Sales Support Manager
1305 Walt Whitman Road
Suite 300
Melville, NY 11747-4300

E-mail: agonzalez@aip.org
Fax: +1-516-576-2272

Technical Support:
E-mail: help@scitation.org
Telephone: +1-800-344-6902 (U.S. and Canada); +1-516-576-2270 (Rest of World)
Fax: +1-516-576-9704

APPENDIX A

(LIST OF LICENSED CONTENT)

Journal	Key
American Journal of Physics (E-only)	AJPO
The Physics Teacher (E-only)	TPTO
Physics Today (E-only)	PTO
Physics Today (Backfiles)	PTB
Physics Today Online w/ Backfiles	PTOB

APPENDIX B

(FEES)

Account #	Subscribing Title	Access Fees	Participating Institutions			
1004357	AJPO & TPTO		Grant MacEwan University			
1178982	AJPO & TPTO & PTO		Mount Royal University			
1170226	AJPO & TPTO	PTOB	Thompson Rivers University			
1165025	AJPO & PTOB		University of Northern British Columbia			
1163700	AJPO & PTOB	TPTO	University of the Fraser Valley			
1185310	AJPO & TPTO & PTO	PTB	University of Winnipeg			
1291181	No Subscriptions	TPTO	University College of the North			
1180970	TPTO		Red Deer College			
1177171	AJPO & PTO		University of Lethbridge			
Final Costs						

Account #	Subscribing Title	Access Fees	Participating Institutions			
1004357	AJPO & TPTO		Grant MacEwan University			
1178982	AJPO & TPTO & PTO		Mount Royal University			
1170226	AJPO & TPTO	PTOB	Thompson Rivers University			
1165025	AJPO & PTOB		University of Northern British Columbia			
1163700	AJPO & PTOB	TPTO	University of the Fraser Valley			
1185310	AJPO & TPTO & PTO	PTB	University of Winnipeg			
1291181	No Subscriptions	TPTO	University College of the North			
1180970	TPTO		Red Deer College			
1177171	AJPO & PTO		University of Lethbridge			
Final Costs						

APPENDIX C
INSTITUTIONAL IP ADDRESSES/RANGES

SCITATION, an electronic publishing platform operated by AIP, has enabled IP-address-based access control for institutional subscribers. Each computer that accesses the Internet is assigned an IP address, commonly represented as four number groups separated by dots, e.g. 198.162.123.154. All computers on a local area network, or subnet, may have the first two or three number groups in common. Access to SCITATION journal(s) from your institution will be authorized based on the IP addresses and/or ranges you provide. (It is recommended that you consult with your network administrator to determine your IP addresses, subnets, and other critical information about your institution’s network configuration.)

AIP will accept up to ten IP addresses and/or ranges (Class B, Class C, and single station) via this form (attach additional sheets as necessary). Note that Class B requests will be subject to additional review by AIP Online Services Technical Staff. Please contact the Online Customer Service Office at help@scitation.org or phone 1-800-874-6383 if you need to register a proxy or caching server, or if have any additional questions. You may also consult the AIP Web site <http://librarians.aip.org> for additional information on how to register for online access.

All information provided regarding your IP addresses will be verified by AIP, and your network contact (which must be provided below) will be contacted if additional clarification is necessary.

Please type your IP addresses/ranges in the following formats (please contact the Online Customer Support Group if you require assistance):

See Appendix D	

Class B Network: Enter the first two (network) numbers and use asterisks for the host addresses, e.g. 145.34.*.*

Class C Network: Enter the first three (network) numbers and use asterisks for the host addresses, e.g. 145.34.128.* (Ranges are acceptable, e.g. 145.34.128.* - 145.34.149.* to indicate Class C ranges)

Single Station(s): Type all four numbers, e.g. 145.34.128.62 (Ranges are acceptable, e.g. 145.34.128.62 – 145.34.128.86 to indicate ranges of single stations) Enter your IP Addresses and/or IP Address Ranges: Please enter your fully qualified Internet domain name – the one registered with the Internet Corporation for Assigned Names and Numbers (ICANN):

Please provide the following required network contact information:

- Name:
- Tel:
- Fax:
- Email:

APPENDIX D cont.

Institution	University College of the North	Red Deer College	University of Lethbridge
	Box 3000 7th St East	Box 5005, 100 College Blvd	4401 University Drive West
	The Pas, MB	Red Deer, AB	Lethbridge, AB
	R9A 1T4	T4N 5H5	T1K 3M4
	Canada	Canada	Canada
Contact	Susan Oxford	Teneil Vuori	Wendy Merkley
Email	soxford@ucn.ca	Teneil.Vuori@rdc.ab.ca	wendy.merkley@uleth.ca
IP		192.139.36.1-192.139.36.254	142.66.*.*
	Alternate Contact	204.209.16.1-204.209.16.254	142.244.11.244
	Stan Gardner	204.209.17.1-204.209.17.254	
	sgardner@ucn.ca	204.209.18.1-204.209.18.254	
	198.163.158.0 - 198.163.158.254	204.209.19.1-204.209.19.254	
	198.163.159.0 - 198.163.159.254	142.244.11.202 (proxy server)	
	206.45.220.70	142.244.11.203 (proxy server)	
	38.64.129.190		
	68.70.157.113-115		
	68.70.159.89-90		