



## University of Toronto Press Site Licence Agreement

THIS Site Licence Agreement (hereafter "LICENCE") IS AGREED the 14th day of February, in the year 2019.

### BETWEEN

University of Toronto Press (hereafter the "Licensor") (5201 Dufferin Street, North York, ON M3H 5T8), as owner and publisher of *Canadian Historical Review*, *Canadian Journal of Human Sexuality*, *Journal of Canadian Studies*, *Journal of Veterinary Medical Education*, *Physiotherapy Canada*, *Canadian Review of American Studies*, *Journal of Religion and Popular Culture*, *The Champlain Society Publications*, *Toronto Journal of Theology*, *TOPIA: Canadian Journal of Cultural Studies*, and *University of Toronto Quarterly* (hereafter the "Licensed Materials")

and

the Council of Prairie and Pacific University Libraries (hereafter the "Licensee").

**WHEREAS** the Licensee desires to use the Licensed Materials and the Licensor desires to grant to the Licensee the licence to use the Licensed Materials, as defined in Schedule 1, subject to the terms and conditions of this Licence.

### IT IS AGREED AS FOLLOWS:

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In this Licence, the following terms shall have the following meanings:

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Full- and part-time students, faculty, and employees (including permanent, temporary, contract, or visiting appointments) and researchers associated with the Licensee and alumni, regardless of the physical location of such persons. Walk-in Users shall be deemed to be Authorized Users under the terms and conditions of this Licence.

##### 1.2. Commercial Use

Use of the Licensed Materials for the purposes of monetary reward (by Authorized Users ) by means of sale, resale, loan, transfer, hire, or other form of commerce. For the avoidance of doubt, the following uses shall not be deemed to constitute Commercial Use: recovery of direct costs by the Licensee from Authorized Users of the Licensed Materials in the course of research funded by a commercial organization; recovery of copying costs as outlined in Section 3.5.

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A collection or compilation of materials (e.g., book chapters or journal articles) assembled by staff of the Licensee for use by students in a class for the purposes of instruction.

##### 1.4. Data or Text Mining

A machine process by which information may be derived by identifying patterns and trends within natural language through text categorization, statistical pattern recognition, concept or sentiment extraction, and the association of natural language with indexing terms.

##### 1.5. Electronic Learning Environments

A software system designed to support teaching and learning in an educational setting, including by not limited to, virtual research environments, library environments, and courseware technologies generally hosted on a Secure Network.

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Electronic copies of materials (e.g., journal articles) made and stored on the Secure Network by the Licensee for use by students who are Authorized Users in connection with specific courses of instruction offered by the Licensee to its students.

## **1.7. Purchase Fee**

The payment set out in Schedule 1 for perpetual access to and maintenance of the Licensed Materials.

## **1.8. Reasonable use**

The use of the Licensed Materials for the purposes of research, education, distance learning, or other non-commercial that is consistent with fair dealing doctrine and exceptions for educational institutions and libraries in Canadian copyright law. To quantify reasonable, an Authorized User should not copy, print or save more than 25 articles at any one viewing session

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A network which is accessible only to Authorized Users by secure authentication.

## **1.10. Server**

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### **6.1. Confidentiality of User Data**

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## **9. REPRESENTATION, WARRANTIES, AND INDEMNIFICATION**

Subject to the Limitations set forth elsewhere in this Licence:

### **9.1. Limitations on Warranties**

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Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Licence, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request.

### **9.3. Term of Indemnity**

This indemnity shall survive the termination of this Licence for any reason. This indemnity shall not apply to any specific Licensed Materials if the Licensee has amended the Licensed Materials in any way not permitted by this Licence. The maximum liability of Licensor under this Licence, if any, for damages incurred by Licensee or any Authorized User whether based in contract or tort, the total cost of the licensed product for the Licensee, for the life of the agreement, is as listed in Schedule 1. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS LICENCE IS APPLICABLE TO THIS INDEMNIFICATION.

## **10. GENERAL**

### **10.1. Entire Licence**

This Licence constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written.

### **10.2. Amendment**

No modification or claimed waiver of any provision of this Licence shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

### **10.3. Assignment and Transfer**

Licensee may assign this Licence without the prior written consent of Licensor. Licensor may assign this Licence without the prior written consent of Licensee. The rights and obligations of this Licence shall bind and benefit any successors or assigns of the parties.

### **10.4. Notices**

Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this Licence or to such other address as notified by either party to the other as its address for service of notices. All such notices shall be deemed to have been received within 14 days of posting.

### **10.5. Force Majeure**

Neither party shall be liable in damages or have the right to terminate this Licence for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including, but not limited to, Acts of God, government restrictions (including the denial or cancellation of any export or other necessary licence), wars, terrorism, insurrections, strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.

### **10.6. Severability**

The invalidity or unenforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.

### **10.7. Waiver of Contractual Right**

Either party's waiver or failure to require performance by the other, of any provision of this Licence will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

### **10.8. Governing Law**

This Licence shall be governed by and construed in accordance with the laws of the Province of Ontario, and the parties irrevocably agree that any dispute arising out of or in connection with this Licence will be subject to and within the jurisdiction of the laws of Ontario and Canada applicable therein. Both parties agree that any action or proceeding relating to this Licence will be brought to a court of competent jurisdiction in the Province of Ontario, Canada.

### **10.9. Dispute Resolution**

If the parties disagree over an interpretation of this Licence or whether a party is in breach of any part of this Licence, 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.

## **11. TERM AND TERMINATION**

### **11.1. Suspension of Access**

The Licensor reserves the right to temporarily suspend the Licensee's access to the Licensed Materials for substantial infringement of the rights holder's intellectual property rights in the Licensed Materials or for a breach of the terms of this Licence that threatens either the performance or the security of the Server. Immediately after suspending such access the Licensor shall issue a notice of the breach to the Licensee. The Licensor shall forthwith restore access to the Licensee upon receipt of notice that such activity has ceased and that the Licensee has made reasonable efforts to protect against recurrence of such activity.

### **11.2. Breach of Licence**

Under ordinary circumstances, should a breach of this Agreement by the Licensee or an Authorized User come to the attention of the Licensor, the Licensor will inform the Licensee and provide a reasonable amount of time (ordinarily 30 days) for investigation and, if necessary, correction of the breach. But the Licensor shall have the right immediately to suspend this Licence Agreement, without need for provision of proof, if it determines that the Licensee has committed a serious and material breach of the

Agreement or one that is likely to continue. If it is feasible to cut off the access of a single offending user, rather than the entire institution, that will be done.

If the Licensor is in breach of this Agreement, the Licensee will inform Licensor in writing and allow 30 days to mend the breach. If the breach is not cured, the Licensee may terminate the Agreement upon written notice and receive a pro-rated refund.

**AS WITNESSED** by the signatures of the parties on the day and year noted below.

FOR THE LICENSOR

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Date:

Signature:

FOR THE LICENSEE

Date

Signature:

**12. Schedule 1**

**Materials:** Journal archives noted below  
**Subscription Period:** IP access on UTP Online platform  
**Access Type:** Perpetual access to full content  
**Subscription Cost:** A \$50.00 annual maintenance fee is charged if a Participating Institution does not subscribe to the current volume of a journal.

Taxes are extra.

Institution	Title	List Price	Discount	Total
MacEwan University	Canadian Historical Review Archive + Maintenance Fee			
Okanagan College	Canadian Historical Review Archive + Maintenance Fee			
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Trinity Western University	Canadian Historical Review Archive + Maintenance Fee			
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U Regina	Canadian Historical Review Archive + Maintenance Fee			
Univ of Northern BC	Canadian Historical Review Archive + Maintenance Fee			
Athabasca U	Canadian Historical Review Archive + Online Subscription			
U British Columbia	Canadian Historical Review Archive + Online Subscription			
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U Alberta	Canadian Historical Review Archive + Maintenance Fee JRPC Archive Maintenance Fee			
U Manitoba	Canadian Historical Review Archive + Online Subscription Canadian Review of American Studies Archive Maintenance Fee Journal of Religion and Popular Culture Archive Maintenance Fee Toronto Journal of Theology Archive Maintenance Fee University of Toronto Quarterly Archive Maintenance Fee			
U of the Fraser Valley	Canadian Historical Review Archive + Online Subscription Journal of Canadian Studies Archive			
Vancouver Island University	Canadian Review of American Studies Archive Maintenance Fee University of Toronto Quarterly Archive Maintenance Fee			
U Calgary	Canadian Historical Review Archive + Maintenance Fee Canadian Historical Review Archive 2015-2018			
Memorial University	Canadian Historical Review Archive 2009-2018			

**13. Schedule 2**

**Materials:** 2019 Journal subscriptions noted below  
**Subscription Period:** IP access on UTP Online Platform  
**Access Type:** Perpetual access to 2019 full content after cancellation  
**Subscription Cost:** Annual

Taxes are extra.

Institution	Title	List	Discount	Total
U Alberta	Canadian Journal of Human Sexuality			

	Journal of Veterinary Medical Education Physiotherapy Canada
U Manitoba	TOPIA: Canadian Journal of Cultural Studies
U of the Fraser Valley	Canadian Review of American Studies Journal of Canadian Studies
U Saskatchewan	Journal of Veterinary Medical Education Physiotherapy Canada
University of Winnipeg	The Champlain Society
U Victoria	TOPIA: Canadian Journal of Cultural Studies