

AMENDMENT TO LICENSE AGREEMENT

**THIS FOURTH AMENDMENT TO THE LICENSE AGREEMENT DATED March 2011
“Agreement” is MADE the twelfth day of November, 2020**

BETWEEN

1. BioOne, a non-profit corporation with offices at 21 Dupont Circle, Suite 800, Washington, DC, USA 20036 (“BioOne”)

and

2. Council of Prairie and Pacific University Libraries, COPPUL BioOne Account No. 10019, with offices at University of British Columbia, 1958 Main Mall, Vancouver, BC V6T 1Z2 (“the Consortium”).

WHEREAS both parties wish to amend and renew certain terms of the Agreement as detailed herein, in order to provide Members of the Consortium access to the Licensed Materials for the purposes of research, teaching, education, and private study for a period of three (3) years for the years 2019, 2020, and 2021. All other terms, conditions, and appendices of the Agreement remain unchanged.

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

FOR BIOONE

Date: 12 November 2020

Name: Christine Orr

Position/Title: [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] THE CONSORTIUM

Date: Nov 13, 2020

Name: Vivian Stieda

Position/Title: Executive Director

Signature: [REDACTED]



APPENDIX A

MEMBERS OF THE CONSORTIUM

The following institutions will constitute the Consortium's Members for the purposes of this License Agreement.

Member administrative contact information, domain name(s), and authentication details may also be submitted under separate cover to BioOne or to the appropriate BioOne sales agent. BioOne does not require that authentication details be included as part of this License.

Member Institution Names and Addresses

Below are the Consortium Members for the January 1 2021 – December 31 2021 Subscription Period, and their BioOne account numbers.

Institution	BioOne Account Number
Brandon University	2421
Memorial University of Newfoundland	2298
Simon Fraser University	2029
University of Alberta	1430
University of British Columbia	1029
University of Calgary	1751
University of Lethbridge	2411
University of Saskatchewan	1126
University of Victoria	1860
Vancouver Island University	3340000240

MEMBER OPT-OUT PROVISIONS

A Member Institution's performance of its obligations under a multi-year License Agreement shall be subject to and contingent upon the availability of funds provided, allocated, or allotted in institutional budgets for the purpose of payment for the subscription periods covered under the License Agreement. Any Member Institution may, at its sole option, provide written notice to the Licensor and Licensee, no later than 90 days before the annual renewal date within a multi-year agreement, of the inability to fulfill its obligations due to financial difficulties and the intent to terminate its participation in the License Agreement for the next Subscription Period. The determination of whether funds are available shall be made at the sole discretion of the applicable Member Institution, and the Member will not need to demonstrate financial exigency by disclosing its financial statements. Upon termination, a Member Institution will be granted continuing access to the Licensed Materials in accordance with Section 2.4, and BioOne may provide to the Member Institution a definitive list of the Licensed Materials to which the Member Institution has continuing access rights. If the total participation within the Consortia falls by more than 15% of the anticipated spend for the contract year, the Agreement and Fees may be renegotiated for remaining years.



APPENDIX B:

LICENSED MATERIALS, FEES, SUBSCRIPTION PERIOD, AND ACCESS METHOD

LICENSED MATERIALS

A list of titles available as part of the BioOne service may be found on the BioOne Web site (www.bioone.org) and is subject to change from time to time. For the purposes of this License, the Licensed Materials shall include the BioOne database identified as “BioOne Complete.”

FEES

Consortia Pricing Terms are as follows:

List Price:

██████████

Subscriber Fee:

██████████

Fees are for the Subscription Period defined in this Appendix. Fees for subsequent Subscription Periods are subject to increase.

Multi-Year Agreement Schedule	Period	List Price	Final Price
Year 1 (██████████)	January 1, 2019 – December 31, 2019	██████████	██████████
Year 2 (██████████)	January 1, 2020 – December 31, 2020	██████████	██████████
Year 3 (██████████)	January 1, 2021 – December 31, 2021	██████████	██████████

SUBSCRIPTION PERIOD(S)

This License shall commence on January 1, 2021 and shall remain in effect until December 31, 2021 unless renewed in accordance with Section 2.3.

ACCESS METHOD

Authentication via IP Address

Authentication via Shibboleth

Authentication via Athens



APPENDIX C NOTICES

The following contact details will apply to notices given by one party to the other for purposes of this Agreement.

If to the Consortium:

Organization: COPPUL
Contact Name: Vivian Stieda
Position: Executive Director
Address: High Density Library, 150 B - 11711 85th Street NW, Calgary, AB T3R 1J3
Telephone: 403-220-2414
Email: execdir@coppul.ca

If to BioOne:

Organization: BioOne
Contact Name: Christine Orr
Position: Director, Sales and Marketing
Address: 21 Dupont Circle, Suite 800
Washington DC 20036 USA
Telephone: +1 202-296-1605
Email: christine@bioone.org
Cc: Library.services@bioone.org

For Licensees outside North America, Notices shall also be delivered to the appropriate BioOne sales agent.

