



**DATED**

**20 MAY 2020**

**CONSORTIUM SALES AGREEMENT**

**between**

**EMERALD PUBLISHING LIMITED**

**and**

**COUNCIL OF PRAIRIE AND PACIFIC UNIVERSITY LIBRARIES**



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**THIS CONSORTIUM SALES AGREEMENT** is dated 20<sup>th</sup> May 2020

## **PARTIES**

This Licence is entered into by and between

- (1) **EMERALD PUBLISHING LIMITED** incorporated and registered in England & Wales with company number 03080506 whose registered office is at Howard House, Wagon Lane, Bingley, West Yorkshire, BD16 1WA, England (“**Emerald**”)

and

- (2) **COUNCIL OF PRAIRIE AND PACIFIC UNIVERSITY LIBRARIES**, 150 B - 11711 85th Street NW Calgary, AB T3R 1J3 and its consortium members listed in this Licence (each a “**Licensee**” and collectively the “**Licensees**”).

## **BACKGROUND**

- (1) Emerald is the owner of intellectual property rights, or has licensing rights in, copyright works within its online database products.
- (2) The Licensees wish to access and use Emerald’s copyright works on the terms of this Licence.

## **AGREED TERMS**

### **1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this Clause apply in this Licence.

**Authorised Users:**; All current students, staff and faculty of the Member Institution, whether full- or part-time, permanent, temporary, contract or visiting appointments, retired faculty and staff, faculty or staff with Emeritus or equivalent status, and researchers associated with Member Institution regardless of the physical location of such persons. Additional groups of Authorized Users (e.g., alumni) may be included, as where and to the extent set out in the attached Schedule(s). Authorized Users also include individual members of the public (walk-in users) while they are physically on the premises of a Member Institution. For the avoidance of doubt, walk-in use is intended for individual users, not as a substitution for a license by another institution.

**Commercial Use:** means use of the Licensed Materials for the purposes of any monetary or other type of valuable consideration, transfer, sale, resale, loan, hire, licence, sub-licence or other form of exploitation of the Licensed Materials;

**Consortium Members:** means the consortium member institutions identified in Schedule 3;

**Consortium:** means **COUNCIL OF PRAIRIE AND PACIFIC UNIVERSITY LIBRARIES**, 150 B - 11711 85th Street NW Calgary, AB T3R 1J3;

**COUNTER:** means Counting Online Usage of Networked Electronic Resources;

**End User Terms:** the terms applicable to use of Emerald's electronic database by Authorised Users, as stated on Emerald's website at [http://www.emeraldgroupublishing.com/about/policies/end\\_user\\_terms.pdf](http://www.emeraldgroupublishing.com/about/policies/end_user_terms.pdf);

**Fee(s):** means the fee(s) for the Licensed Materials, as set out in Schedule 2;

**Group Companies:** Emerald's holding company and any subsidiaries of Emerald or its holding company;

**Licence:** means this consortium agreement between Emerald and the Licensees;

**Licensed Materials:** means the content comprised in the relevant Products (as comprised in the Product Lists) identified in Schedule 1;

**Product:** the product(s) purchased by the Licensees from Emerald;

**Product Lists:** the list of Licensed Materials comprised in each Product offered by Emerald;

**Secure Network:** means a network owned or controlled by the Licensee via which Authorised Users access the Licensed Materials;

**Subscription Period:** where the Licensed Materials are subscription products, the period during which the Products are licensed by the Licensee from Emerald, as indicated in the Schedules;

**Territory:** means Canada;

**Transaction Period:** where the Licensed Materials are non-subscription (transactional) products, the start and end dates of the licensed access to the Products indicated in the Schedules.

1.2 The headings in this Licence do not affect its interpretation. Except where the context otherwise requires, references to Clauses and Schedules are to clauses and schedules of this Licence.

1.3 Unless the context otherwise requires:

- (a) a reference to one gender includes a reference to the other genders; and
- (b) references to "including" or "includes" shall be deemed to have the words "without limitation" inserted after them.

- 1.4 In the case of conflict or ambiguity between any provision contained in the body of this Licence and any provision contained in the Schedules, the provision in the body of this Licence shall take precedence.
- 1.5 Words in the singular include the plural and those in the plural include the singular.
- 1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

## **2. AGREEMENT AND TERM**

- 2.1 In consideration of the Fee(s), Emerald grants to the Licensees the non-exclusive and non-transferable right in the Territory to give Authorised Users access to the Licensed Materials through the Secure Network subject to the terms and conditions of this Licence for the purposes of private study, 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 permitted under the Copyright Act of Canada. For the avoidance of doubt, Authorised Users may access the Licensed Materials from outside of the Territory, provided that this is at all times via the Secure Network.
- 2.2 For Products purchased on subscription, the Licensed Materials shall include all content included in the relevant Product during the Subscription Period. Licensee shall not be entitled to access content added following the end of the Subscription Period unless and until terms are agreed between the parties in writing.
- 2.3 For Products on a non-subscription (transactional) basis, the Licensed Materials comprise content included in the Product between the start and end dates of the Transaction Period indicated in the Schedules.
- 2.4 Where stated in the Schedules, Emerald shall provide access in perpetuity for Authorised Users to Licensed Materials (for products purchased on a subscription basis, this is in respect of content published and paid for during the relevant Subscription Period). Access in perpetuity will be provided either through the Secure Network or from the archive described in Clause 15. Usage and rights shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which the Member Institutions shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement. If no right of access in perpetuity is granted, the Licensee's right to access the Licensed

Materials will terminate at the end of the relevant Subscription Period (or other access period as specified in the Schedules).

- 2.5 The perpetual access right described in Clause 2.4 is subject to the terms of this Licence and Emerald may terminate this arrangement if either (a) the Licensee is in breach of any terms; or (b) Emerald no longer has the right to grant such access to the Licensee (in which case termination of the perpetual access right shall be for the affected part of the Licensed Materials only).
- 2.6 Product Lists are maintained on Emerald's website at [www.emeraldgroupublishing.com/products](http://www.emeraldgroupublishing.com/products) for Journals, Books and Cases and maybe added to at any time. From time to time, content within the Product Lists may be removed and/or replaced with other content, but unless otherwise agreed with the Consortium, this will be no more than once per year.

### **3. USAGE AND RIGHTS**

- 3.1 Subject to payment of the Fee(s), the Licensee may:
- (a) allow Authorised Users to have access to the Licensed Materials through the Secure Network;
  - (b) provide printed or electronic copies of single articles, chapters or cases to students as reasonable to facilitate classroom based teaching;
  - (c) display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorised Users or groups of Authorised Users;
  - (d) supply another library, a single copy of an individual article, chapter or case being part of the Licensed Materials by post, fax or secure transmission (using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing), for educational purposes; and
  - (e) incorporate parts of the Licensed Materials in printed course packs (in any form, including electronic, printed, audio or braille), and in virtual learning environments for use by Authorised Users only; provided that (a) each incorporated item shall carry appropriate acknowledgement of the source, title, author of the extract and Emerald's name; and (b) such copies are destroyed or permanently deleted when no longer required for such use.
- 3.2 Subject to payment of the Fee(s) by the Licensee, Authorised Users may:

- (a) search, view, retrieve and display on screen the Licensed Materials;
- (b) print a single copy or download and save individual articles or items of the Licensed Materials for educational purposes; and
- (c) distribute a single copy of individual articles or single chapters in print or electronic form to other Authorised Users or to other individual scholars collaborating with Authorised Users but only for the purposes of fair dealing for non-commercial research and educational purposes.

3.3 Nothing in this Licence shall in any way exclude, modify or affect any of the Licensee's statutory rights under copyright laws. Notwithstanding any other provisions of this Agreement, nothing shall in any way restrict or limit the ability of Licensee, Authorized Users to engage in or conduct any activity that is otherwise permitted under the Copyright Act of Canada.

3.4 All rights in and to the Licensed Materials not expressly granted to the Licensee under this Licence are reserved to Emerald and its licensors.

#### **4. PROHIBITED USES**

4.1 Neither the Licensee nor the Authorised Users may:

- (a) use all or part of the Licensed Materials for Commercial Use with the exception of (a) recovery of costs from Authorised Users; and (b) use of the Licensed Materials in the course of research funded by a commercial organisation (both of which are permitted);
- (b) remove or alter the authors' names or Emerald's copyright notices or other means of identification as they appear on the Licensed Materials;
- (c) make print or electronic copies of multiple extracts or make multiple copies of any part of the Licensed Materials for any purpose other than expressly permitted by this Licence;
- (d) download or distribute any part of the Licensed Materials on any electronic system or network, including without limitation the internet and world wide web, other than the Secure Network, except where otherwise expressly permitted by this Licence;
- (e) prepare, publish or distribute works which combine the Licensed Materials with any other material, other than as otherwise permitted by this Licence; or
- (f) alter, abridge, adapt or modify the Licensed Materials for any purpose whatsoever, except to the extent necessary to make them perceptible on a computer screen to Authorised Users. For

the avoidance of doubt, no alteration of the words or their order is permitted.

**5. RETRACTION**

5.1 Emerald reserves the right at any time to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes a third party's copyright or any other intellectual property right or is defamatory, obscene, unlawful or otherwise objectionable. If the withdrawal represents more than five per cent (5%) of any particular Product, Emerald shall give written notice of such withdrawal to the Consortium and refund that part of the Fee for that Product that is in proportion to the amount of Licensed Materials withdrawn for any remaining un-expired portion of the Subscription Period.

**6. RESPONSIBILITIES OF EMERALD**

6.1 Emerald shall:

- (a) make the Licensed Materials available to the Licensee through the Secure Network based on internet access by an industry standard means of authentication;
- (b) within 30 days of the date of full payment of the Fee(s), provide the Licensee with information sufficient to enable access to the Licensed Materials;
- (c) use its reasonable endeavours to make the Licensed Materials available to the Licensee and to Authorised Users on a twenty-four hour basis, save for routine maintenance, and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service; and
- (d) provide customer support services to the Licensee and to Authorised Users by email or over the phone. This includes answering e-mail queries about the use, functionality and content of the Licensed Materials.

6.2 Emerald will use its reasonable endeavours to be compliant with the COUNTER code of practice and incorporate the latest compliancy rules where applicable in relation to the Licensed Materials and Emerald's obligations under this Licence. All usage data shall be compiled by Emerald in a manner consistent with privacy and data protection laws within the United Kingdom, including the anonymity of Authorised Users and the confidentiality of their searches.



**7. RESPONSIBILITIES OF THE CONSORTIUM**

- 7.1 The Consortium agrees to publicise the availability of the Licensed Materials to the Consortium Members.
- 7.2 In all of its interactions with Consortium Members, the Consortium will at all times make clear that it is acting as an independent party. The Consortium will not do or say anything that may create the impression that the Consortium's authority to act on behalf of Emerald extends any further than specified in this Licence.
- 7.3 The Consortium will not be permitted to actively recruit universities or educational institutions outside the Territory as part of the consortium arrangements in this Licence.
- 7.4 The Consortium will not be permitted to extend the number of Consortium Members in Schedule 3 without the prior written consent of Emerald and vice versa.
- 7.5 The Consortium will ensure, insofar as it is reasonably able, that Consortium Members observe the obligations imposed on them by the provisions of this Licence. If, in the Consortium's knowledge, a Consortium Member does not comply with any of the obligations in this Licence, it will immediately inform Emerald.

**8. LICENSEE RESPONSIBILITIES**

- 8.1 The Licensee shall:
- (a) use all reasonable endeavours to ensure that all Authorised Users are aware of the End User Terms and the permitted uses of Licensed Materials under this Licence; In the event of any conflict between the terms of such End User Terms and this Agreement, the terms of this Agreement shall prevail.
  - (b) use all reasonable endeavours to prevent unauthorised use of the Licensed Materials and, upon becoming aware of any unauthorised use of the Licensed Materials or other breach of this Licence, inform Emerald as soon as practicable in writing;
  - (c) authenticate the identity of Authorised Users to accepted industry standards at log in and issue passwords (or equivalent access verification) to Authorised Users; and
  - (d) take all reasonable and appropriate steps (including without limitation, taking disciplinary action), to promptly cease any

unauthorised use of the Licensed Materials and ensure it does not recur.

- 8.2 The Licensee acknowledges that the copyright and other intellectual property rights in the Licensed Materials are the property of Emerald.

**9. SIGNATURE OF THIS LICENCE**

- 9.1 It shall not be necessary for each Consortium Member to sign the terms of this Licence, but the Consortium shall provide a copy of this Licence to each Consortium Member.

**10. FEES AND INVOICING**

- 10.1 Emerald shall submit its invoice of charges directly to the Consortium. Such charges shall be based on the Fee(s) in Schedule 2. Emerald shall not submit invoices earlier than one month before the period charged. Unless otherwise agreed, invoices will not charge for periods longer than one year.

- 10.2 The charges payable by the Consortium shall be exclusive of any sales, use, value added, non-recoverable, withholding or similar taxes which shall be payable in addition to the Fee(s).

- 10.3 The Consortium shall pay Emerald the amount of the invoice submitted under Clause 10.1 within 60 days of receipt of the Publisher's invoice.

- 10.4 Should the Consortium not pay the amount owing to Emerald on time, Emerald shall give the Consortium written notice of default, granting it a further 2 (two) month period in which to comply with its payment obligation. Upon that period expiring, the Consortium shall be deemed to be in default by operation of law and Emerald shall be entitled to suspend access to the Licensed Materials and charge the Consortium an interest rate of 2% above Barclays Bank plc base rate on any payment that is not paid on time. Such interest shall be calculated from the day on which the Consortium fell into default until the day on which the amount owing is received

- 10.5 **FUNDING CONTINGENCY.** For multi-year subscriptions, the performance of a Consortium Member of their obligations to pay under the License Agreement shall be subject to and contingent upon the availability of funds provided, allocated, or allotted in institutional budgets for the purpose of the License Agreement for the current and future license term. If funding of a Consortium Member is materially reduced and Member Institution thereby becomes unable to pay future amounts payable pursuant to this Agreement any Consortium Member may, at its option, give Licensor written notice of

termination and 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. The determination of whether funds are available shall be made at the sole discretion of the applicable Consortium Member, i.e. the Consortium Member will not need to demonstrate financial exigency by disclosing its financial statements. The termination of participation by any Consortium Member will not constitute a default or a termination of participation of any other Consortium Member under the License Agreement.

## **11. CONFIDENTIALITY AND PUBLICITY**

- 11.1 The terms of this Licence are confidential and, except as permitted below or required by law, neither party shall disclose the same to any third party without the written permission of the other party. For the avoidance of doubt, license terms and conditions of use and payment terms (excluding fees) are not considered to be confidential information within Canadian educational and research organizations only for the purposes of this Agreement.
- 11.2 The Licensee consents to Emerald providing the details of the Licensee's customer account to Emerald's Group Companies, associates, agents and IT service providers, some of which are based outside the European Economic Area, where this is necessary to provide the Products and services requested by the Licensee.
- 11.3 The parties agree to maintain the confidentiality of any data relating to usage of the Licensed Materials by the Licensee and its Authorised Users. Such data may be provided to third parties in aggregated form only and shall not include any information relating to the identity of individual Authorised Users.
- 11.4 Emerald may publicly acknowledge that the Licensee is a customer and the Licensee grants to Emerald the right to use the Licensee's name and quotations in public relations and promotional material, subject to the prior consent of the Licensee (not to be unreasonably withheld or delayed).

## **12. WARRANTIES AND INDEMNIFICATION**

- 12.1 Each party warrants to the other that it has full power and authority to enter into and perform its obligations under this Licence.
- 12.2 Emerald warrants to the Licensee that the Licensed Materials used as contemplated by this Licence do not infringe the copyright or any other intellectual property rights of any third party.

- 12.3 Subject to Clause 12.4, Emerald shall indemnify and hold the Licensee harmless from and against any direct loss, damage, costs, liability and expenses (including reasonable and properly incurred legal and professional fees) arising out of any legal action taken against a Licensee by a third party claiming such infringement. This indemnity shall not apply if the Licensee has used Licensed Materials in any way not expressly permitted by this Licence.
- 12.4 The indemnity in Clause 12.3 shall only apply to the extent that the Licensee:
- (a) promptly notifies Emerald in writing of any claim or suit relevant to the indemnity;
  - (b) where so required, allows Emerald control over such negotiations or litigation and/or the defence or settlement of such claim or suit;
  - (c) makes no representations, admissions, agreement or settlements in relation to such claim or suit without Emerald's prior written consent; and
  - (d) gives Emerald all information and assistance it may reasonably require.
- 12.5 Emerald shall not be liable to a Licensee or to any other person, including but not limited to Authorised Users, for any special, exemplary, indirect or consequential loss of any kind (including loss of profits or revenues, loss of business, depletion of goodwill, loss of anticipated savings, loss of contract or business interruption) arising under or in connection with this Licence, in particular arising out of the inability to use, or the use of, the Licensed Materials.
- 12.6 Subject to (a) Clause 12.7; and (b) in respect of Emerald's indemnity under Clause 12.3 for which aggregate liability shall be limited to £3 million, Emerald's aggregate liability for all claims, losses or damages arising under or in connection with this Licence or any collateral agreement shall be limited to an amount equivalent to the Fee(s) received by Emerald from the Consortium in respect of the calendar year during which such claim, loss or damage occurred.
- 12.7 No party limits its liability for death or personal injury caused by its own negligence (or the negligence of its employees or agents) or for fraud.
- 12.8 Except as expressly provided in this Licence, all representations and warranties of any kind, express or implied, including but not limited to the accuracy of the information contained in the Licensed Materials, merchantability or fitness of use for a particular purpose are to the fullest extent permitted by law excluded from this Licence and accordingly the Licensed Materials are supplied "as is".

### 13. TERMINATION

13.1 In addition to automatic expiry (unless renewed), this Licence may be terminated by notice in writing:

- (a) given by Emerald to the Consortium if the Consortium does not pay the Fee(s) by the date required;
- (b) given by Emerald to the Consortium if the Consortium commits a material breach or persistent breaches of the Licence and fails to remedy such breach or persistent breaches within 30 days of being notified by Emerald of such breach or breaches;
- (c) given by Emerald to the Consortium if the Consortium becomes insolvent or becomes subject to bankruptcy, receivership, liquidation or administration;
- (d) given by the Consortium to Emerald if Emerald commits a material or persistent breach of any term of this Licence and fails to remedy the breach (if capable of remedy) within 30 days of notification in writing by the Consortium;
- (e) given by the Consortium to Emerald if Emerald becomes insolvent or becomes subject to bankruptcy, receivership, liquidation or administration;
- (f) given by Emerald to a Licensee if the Licensee commits a material or persistent breaches and fails to remedy such breach or persistent breaches within 30 days of being notified by Emerald of such breach or breaches, and in this case the termination of the Licence shall be partial and relate only to that Licensee and no other person; or
- (g) given by Emerald to a Licensee if the Licensee becomes insolvent or becomes subject to bankruptcy, receivership, liquidation or administration, and in this case the termination of the Licence shall be partial and relate only to that Licensee and no other person.

13.2 On expiry or termination of this Licence all rights and obligations of the parties shall automatically terminate except for those rights or obligations which are stated to survive termination.

13.3 On termination of this Licence under 13.1(a),(b), (c), (f) or (g) above, the Consortium and/or the Licensee (as the case may be) shall immediately cease to distribute or make available the Licensed Materials to Authorised Users and shall destroy copies of any Licensed Materials in their possession or control and promptly provide to Emerald such evidence as it may reasonably require of the Consortia's/Licensee's compliance with this requirement.

- 13.4 On termination of this Licence by the Consortium pursuant to the default of Emerald as specified in 13.1(d) above, Emerald shall refund to the Consortium the proportion of the Fee(s) that represents the paid but un-expired part of the Subscription Period.

**14. FORCE MAJEURE**

- 14.1 Either party's delay or failure to perform any provision of this Licence, as a result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or internet failures, or damage to or destruction of any network facilities) (a **Force Majeure Event**) shall not constitute a breach of this Licence and neither party shall have any liability or responsibility for failure to fulfil any obligation under this Licence so long as and to the extent to which the fulfilment of such obligation is prevented, frustrated, hindered or delayed as a consequence of a Force Majeure Event.

**15. LONG TERM PRESERVATION AND CONTINUOUS ACCESS**

- 15.1 Emerald has placed its journal collection into long term preservation archives (including Portico, LOCKSS and CLOCKSS) and (subject to any relevant membership requirements), the Licensee and Authorised Users shall be able to access such archive(s) in the event that such Licensed Materials are permanently unavailable from Emerald. Access to the archive(s) shall at all times be subject to the terms of this Licence and this Clause shall survive termination or expiry of this Licence.

**16. REMEDIES**

- 16.1 Except as expressly provided in this Licence, the rights and remedies provided under this Licence are in addition to, and not exclusive of, any rights or remedies provided by law.

**17. ENTIRE AGREEMENT**

- 17.1 This Licence and its Schedules contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.
- 17.2 Each party acknowledges that, in entering into this Licence, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Licence or not) (**Representation**) other than as expressly set out in this Licence.

17.3 Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract.

**18. VARIATION**

18.1 No variation of this Licence shall be effective unless it is in writing and signed by both parties.

**19. SEVERANCE**

19.1 If any provision of this Licence (or part of any provision) is found by any court or other competent authority to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid or un-enforceable provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

**20. COUNTERPARTS**

20.1 This Licence may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Licence, but all the counterparts shall together constitute the same Licence. A photocopy or fax of this Licence shall be deemed an original.

**21. THIRD PARTY RIGHTS**

21.1 A person who is not a party to this Licence shall not have any rights to enforce any term of this Licence.

21.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Licence is not subject to the consent of any person that is not a party to this Licence.

**22. WAIVER**

22.1 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.

**23. ASSIGNMENT**

23.1 This Licence may not be assigned by the Consortium to any other person without the prior written consent of Emerald.

**24. NO PARTNERSHIP OR JOINT VENTURE**

24.1 Nothing in this Licence is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

**25. NOTICES**

25.1 Any notices to be served in writing on either of the parties by the other shall be sent by first class post and email to the address of the addressee as set out in this Licence in this Clause below or to such other address as notified by either party in writing to the other as its address for service of notices. Notices shall be deemed served 24 hours after being sent by email and, if no sooner response is received, be deemed received within 7 days of posting.

(a) Emerald Publishing Limited, Howard House, Wagon Lane, Bingley, West Yorkshire, BD16 1WA, England. For the attention of the Company Secretary. Email: [legalenquiries@emeraldinsight.com](mailto:legalenquiries@emeraldinsight.com); and

(b) **COUNCIL OF PRAERIE AND PACIFIC UNIVERSITY LIBRARIES**, 150 B - 11711 85th Street NW Calgary, AB T3R 1J3 and for the attention of Kristina McDavid, Executive Director.

**26. GOVERNING LAW AND JURISDICTION**

26.1 This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Canada.

This Licence has been entered into on the date stated at the beginning of it.



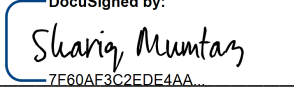
**FOR THE PUBLISHER:**

For and of behalf of Emerald Publishing Limited

Name (in block capitals): Shariq Mumtaz

Date: 20 May 2020

Position / Title: Director

Signature: 

**FOR THE LICENSEE:**

For and on behalf of the Council of Prairie and Pacific Libraries

Name (in block capitals): Vivian Stieda

Date: \_\_\_\_\_

Position / Title: Executive Director

Signature: \_\_\_\_\_

**SCHEDULE 1 LICENSED MATERIALS**

<b>E-JOURNALS</b>			
<b>Product Name</b>	<b>Subscription Period</b>		<b>Access in Perpetuity?</b>
	<b>Start</b>	<b>End</b>	
Emerald Engineering eJournal Collection	Jan 1 2020	Dec 31 2020	Yes
Emerald Public Policy and Environmental Management eJournal Collection	Jan 1 2020	Dec 31 2020	Yes
Emerald Management 120	Jan 1 2020	Dec 31 2020	Yes
Emerald Management 175	Jan 1 2020	Dec 31 2020	Yes
Emerald Management 200	Jan 1 2020	Dec 31 2020	Yes
Emerald Management eJournal Portfolio	Jan 1 2020	Dec 31 2020	Yes
Emerald Management Premier	Jan 1 2020	Dec 31 2020	Yes
Drugs and Alcohol Today	Jan 1 2020	Dec 31 2020	Yes
Housing, Care and Support	Jan 1 2020	Dec 31 2020	Yes
International Journal of Migration, Health and Social Care	Jan 1 2020	Dec 31 2020	Yes
Journal of Public Mental Health	Jan 1 2020	Dec 31 2020	Yes

Mental Health and Social Inclusion	Jan 1 2020	Dec 31 2020	Yes
Mental Health Review Journal	Jan 1 2020	Dec 31 2020	Yes
Tizard Learning Disability Review	Jan 1 2020	Dec 31 2020	Yes
Working with Older People	Jan 1 2020	Dec 31 2020	Yes
Journal of Management History	Jan 1 2020	Dec 31 2020	Yes
International Journal of Conflict Management	Jan 1 2020	Dec 31 2020	Yes
Quality in Ageing and Older Adults	Jan 1 2020	Dec 31 2020	Yes
Performance Measurement and Metrics	Jan 1 2020	Dec 31 2020	Yes
Journal of Facilities Management	Jan 1 2020	Dec 31 2020	Yes
Emerald Engineering eJournal Collection	Jan 1 2021	Dec 31 2021	Yes
Emerald Public Policy and Environmental Management eJournal Collection	Jan 1 2021	Dec 31 2021	Yes
Emerald Management 120	Jan 1 2021	Dec 31 2021	Yes
Emerald Management 175	Jan 1 2021	Dec 31 2021	Yes
Emerald Management 200	Jan 1 2021	Dec 31 2021	Yes

Emerald Management eJournal Portfolio	Jan 1 2021	Dec 31 2021	Yes
Emerald Management Premier	Jan 1 2021	Dec 31 2021	Yes
Drugs and Alcohol Today	Jan 1 2021	Dec 31 2021	Yes
Housing, Care and Support	Jan 1 2021	Dec 31 2021	Yes
International Journal of Migration, Health and Social Care	Jan 1 2021	Dec 31 2021	Yes
Journal of Public Mental Health	Jan 1 2021	Dec 31 2021	Yes
Mental Health and Social Inclusion	Jan 1 2021	Dec 31 2021	Yes
Mental Health Review Journal	Jan 1 2021	Dec 31 2021	Yes
Tizard Learning Disability Review	Jan 1 2021	Dec 31 2021	Yes
Working with Older People	Jan 1 2021	Dec 31 2021	Yes
Journal of Management History	Jan 1 2021	Dec 31 2021	Yes
International Journal of Conflict Management	Jan 1 2021	Dec 31 2021	Yes
Quality in Ageing and Older Adults	Jan 1 2021	Dec 31 2021	Yes
Performance Measurement and Metrics	Jan 1 2021	Dec 31 2021	Yes

Journal of Facilities Management	Jan 1 2021	Dec 31 2021	Yes
Emerald Engineering eJournal Collection	Jan 1 2022	Dec 31 2022	Yes
Emerald Public Policy and Environmental Management eJournal Collection	Jan 1 2022	Dec 31 2022	Yes
Emerald Management 120	Jan 1 2022	Dec 31 2022	Yes
Emerald Management 175	Jan 1 2022	Dec 31 2022	Yes
Emerald Management 200	Jan 1 2022	Dec 31 2022	Yes
Emerald Management eJournal Portfolio	Jan 1 2022	Dec 31 2022	Yes
Emerald Management Premier	Jan 1 2022	Dec 31 2022	Yes
Drugs and Alcohol Today	Jan 1 2022	Dec 31 2022	Yes
Housing, Care and Support	Jan 1 2022	Dec 31 2022	Yes
International Journal of Migration, Health and Social Care	Jan 1 2022	Dec 31 2022	Yes
Journal of Public Mental Health	Jan 1 2022	Dec 31 2022	Yes
Mental Health and Social Inclusion	Jan 1 2022	Dec 31 2022	Yes
Mental Health Review Journal	Jan 1 2022	Dec 31 2022	Yes

Tizard Learning Disability Review	Jan 1 2022	Dec 31 2022	Yes
Working with Older People	Jan 1 2022	Dec 31 2022	Yes
Journal of Management History	Jan 1 2022	Dec 31 2022	Yes
International Journal of Conflict Management	Jan 1 2022	Dec 31 2022	Yes
Quality in Ageing and Older Adults	Jan 1 2022	Dec 31 2022	Yes
Performance Measurement and Metrics	Jan 1 2022	Dec 31 2022	Yes
Journal of Facilities Management	Jan 1 2022	Dec 31 2022	Yes

TRANSACTIONAL E-BOOKS			
Collection or Standalone Titles	Date Range		Access in Perpetuity?
	From	To	
Emerald Business, Management & Economics eBooks Collection Purchase	2020	2020	Yes
Emerald Social Sciences eBooks Collection Purchase	2020	2020	Yes

## PRODUCT NOTES

For a full list of content included in each Product see Product Lists at [Journals](#), [Books](#) and [Cases](#). Product Lists are reviewed on an annual basis and may be altered on next subscription renewal.

Complementary backfiles access is available with some E-Journal subscriptions, at the discretion of Emerald. The content of complementary backfiles may vary from title to title and year to year. Please speak to your Emerald sales contact for more details.

Access to backfiles and archives are dependent on availability of content in digitised form. Any date ranges provided are maximums: actual dates vary depending on the publication dates of applicable journals or E-books.

### SCHEDULE 2 FEE(S)

Institution	Product Name	2020 Price	2021 Price	2022 Price
Athabasca University	Emerald Management eJournal Portfolio	\$15,298	\$15,604	\$15,916
Justice Institute of British Columbia	Emerald Pubic Policy and Environmental Management eJournal Collection	\$4,160	\$4,243	\$4,328
MacEwan University	Emerald Management 120	\$12,415	\$12,664	\$12,917
Royal Roads University	Emerald Management 200	\$21,388	\$21,816	\$22,252
Simon Fraser University Canada	Emerald Management 120	\$11,710	\$11,944	\$12,183
	Emerald Engineering eJournal Collection	\$1,206	\$1,230	\$1,254
	Emerald Business, Management & Economics eBook Collection Purchase	\$10,098	-	-
University of Alberta	Emerald eJournal Premier	\$45,307	\$46,214	\$47,138
	Emerald Business, Management & Economics eBook Collection Purchase	\$7,413	-	-
	Emerald Social Studies eBook Collection Purchase	\$6,036	-	-
University of British Columbia	Emerald eJournal Premier	\$45,307	\$46,214	\$47,138
	Emerald Social Sciences eBook Collection Purchase	\$6,036	-	-
University of Calgary	Emerald Management 175	\$16,883	\$17,221	\$17,565
	Emerald Engineering eJournal Collection	\$1,409	\$1,437	\$1,466
	Drugs and Alcohol Today	\$226	\$231	\$236
	Housing, Care and Support	\$226	\$231	\$236



	International Journal of Migration, Health and Social Care	\$226	\$231	\$236
	Journal of Public Mental Health	\$226	\$231	\$236
	Mental Health and Social Inclusion	\$226	\$231	\$236
	Mental Health Review Journal	\$226	\$231	\$236
	Tizard Learning Disability Review	\$226	\$231	\$236
	Working with Older People	\$226	\$231	\$236
University of Manitoba	Emerald Management 120	\$12,433	\$12,681	\$12,935
	Emerald Engineering eJournal Collection	\$1,309	\$1,335	\$1,362
	International Journal of Conflict Management	\$135	\$137	\$140
	Journal of Management History	\$135	\$137	\$140
	Quality in Ageing and Older Adults	\$765	\$780	\$796
	Working with Older People	\$897	\$915	\$933
University of New Brunswick	Emerald Management 120	\$12,302	\$12,548	\$12,799
	Emerald Engineering eJournal Collection	\$2,281	\$2,326	\$2,373
University of Northern British Columbia	Emerald Management 120	\$13,929	\$14,208	\$14,492
University of Regina	Emerald Management 120	\$12,244	\$12,489	\$12,739
	Emerald Engineering eJournal Collection	\$1,292	\$1,318	\$1,345
	Performance Measurement and Metrics	\$134	\$136	\$139
	Journal of Management History	\$134	\$136	\$139

	Journal of Facilities Management	\$134	\$136	\$139
University of Saskatchewan	Emerald Management 120	\$11,861	\$12,098	\$12,340
University of Victoria	Emerald Management 120	\$10,093	\$10,295	\$10,501
	Emerald Engineering eJournal Collection	\$2,405	\$2,453	\$2,502
<b>TOTAL</b>		<b>\$288,957</b>	<b>\$264,563</b>	<b>\$269,859</b>

The Parties acknowledge that if the Licensee wishes to purchase any additional Products then that purchase will be subject to the attached General Terms and Conditions and will be recorded in the form of additional commercial terms.

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