

Library License Agreement.

LICENSE

This License Agreement (the "Agreement") is entered into between Council of Prairie and Pacific University Libraries (COPPUL) having its principal place of business at 301-3301 Douglas St, Victoria, BC V8Z 3L2, Canada (the "Licensee") and Taylor & Francis Group, LL (hereinafter the "Publisher"), a Delaware limited liability company with its principal place of business located at 6000 Broken Sound Parkway NW, Suite300, Boca Raton, FL, 33487.

"Licensee" is authorized to act for and sign this Agreement on behalf of member libraries hereinafter known as the "Member Institutions." Member Institutions have duly authorized Licensee to execute this agreement on their behalf. The current approved list of Member Institutions is set forth in Schedule One and is subject to amendment by written agreement of the Licensee and the Publisher. Member Institutions shall not be liable for any breach or default of another Member Institution.

Subject to the payment of License Fees noted on Schedule 1 attached hereto, and subject to the Usage Rights and Restrictions set forth below, Publisher grants to the Licensee and Authorized Users (as defined below) of Member Institutions a non-exclusive and non-transferable right, to (i) access and use the licensed materials listed in Schedule 1 attached hereto (the "Licensed Materials") and; (ii) utilize the online services (the "Online Services") provided by Publisher that allow for access, search, retrieval, display and download of the Licensed Materials. Authorized Users shall be granted access to the Licensed Materials through the Publisher's web site.

AUTHORIZED USERS

"Authorized Users" shall be limited to those persons (i) who are permitted by a Member Institution to access such Institution's secure network from the library premises or from other places where such persons work or study (including but not limited to their offices and homes, halls of residence, and student dormitories) and (ii) to whom the Member Institution has issued a password or other currently valid authentication. Authorized Users shall include, but not be limited to, (i) faculty members of the Member Institution (including permanent, temporary, contractor, or exchange faculty for the duration of their assignment); (ii) enrolled post-graduate and undergraduate students of the Member Institution; (iii) Member Institution's staff members (whether on a permanent, temporary, or contractor visiting basis); and (iv) contract personnel directly involved in educational and research activities of the Member Institution. If the Licensee or a Member Institution merges or combines with another institution or corporate body (not already part of the list of approved Member Institutions), Publisher shall be entitled to revise the License Fees included on Schedule 1 commensurately to reflect the increased number of Authorized Users resulting from the merger or combination. Payment of such revised License Fees shall be required before the additional Authorized Users will be allowed access to the Licensed Materials and Online Services.

USAGE RIGHTS AND RESTRICTIONS

The Licensed Materials may be used by Member Institutions and their Authorized Users solely for the purposes of research, teaching and private study. In furtherance of that purpose, the Member Institutions may allow Authorized Users to display, download or print the Licensed Materials for internal marketing or testing or for training Authorized Users or groups of Authorized Users. Authorized Users may, notwithstanding to the Prohibited Uses set forth below, search, view, retrieve, and display the Licensed Materials on the device to which the Licensed Materials are downloaded.

Except as specifically set forth above, neither the Licensee, Member Institutions, nor any Authorized User shall publish or otherwise exploit, modify, or create derivative works from, or combine with other material, the Licensed Materials.

For the avoidance of doubt, neither the Licensee, Member Institutions, nor any Authorized User shall use the Licensed Materials in whole or in part for the purposes of any external Commercial Use/Reuse. As used herein, "Commercial Use/Reuse" means any use or reuse of the Licensed Materials for the purpose of monetary reward (whether by or for the Licensee, a Member Institution, or an Authorized User) by means of sale, resale, loan, transfer, hire, or other form of exploitation of the Licensed Materials; provided that "Commercial Use/Reuse shall not include (i) recovery of direct costs by the Licensee from Authorized Users or (ii) use by the Member Institution or by an Authorized User of the Licensed Materials in the course of research funded by a commercial organization. The

Member Institution may print out or make available by electronic mail limited portions of the Licensed Material to Authorized Users for the purpose of research or private study and not for commercial use. Notwithstanding any other provisions of this Agreement, nothing shall in any way restrict or limit the ability of the Licensee, 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.

In addition, a Member Institution may fulfill requests from other institutions, a practice commonly called Interlibrary Loan. A Member Institution may fulfill occasional requests from another library to provide to one of their authorized users, for purposes of research or private study and not for commercial use, a single paper copy of an individual document that is part of the licensed material. A Member Institution may provide the information by post, fax, or secure electronic transmission using Ariel software, or similar, provided the electronic file is deleted immediately after printing. Each Member Institution must fulfill such requests in compliance with Canadian Copyright Law.

The Member Institutions may not incorporate all or any part of the Licensed Materials in course packs or in the Member Institution's electronic reserve without the prior written consent of the Publisher, and any such usage may be subject to further terms and conditions. A link (either via uniform resource locator, digital object identifier, or equivalent) to the Licensed Materials may be incorporated in a Member Institution's electronic reserve.

The Licensee and/or the Member Institution shall not and shall procure that the Authorized Users shall not remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials.

Licensee and the Member Institution will make diligent efforts to inform users that they must obtain advance notice to perform and engage in text/data mining activities, permission for which shall not be unreasonably withheld by Publisher provided that Authorized Users are engaging in text/data mining activities for legitimate academic research and other education purposes.

PUBLISHER'S UNDERTAKINGS AND WARRANTY DISCLAIMER

The Publisher reserves the right at any time to withdraw any or any part of the Licensed Materials for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes the Intellectual Property Rights of any third party, or is defamatory, obscene, unlawful, or otherwise objectionable. In the event of any such withdrawal, the Publisher shall give written notice to the Licensee and provide the Licensee with a prorated monetary refund of the Fees attributable to the withdrawn Licensed Materials.

Except as expressly provided in this License, the Publisher makes no representations or warranties of any kind, express or implied, including but not limited to, warranties of design, accuracy of the information contained in the Licensed Materials, merchantability, or fitness of use for a particular purpose. The Licensed Materials are supplied 'as is'.

The Publisher does not warrant that the Licensee's or Member Institution's or any Authorized Users' use of the Online Services will be uninterrupted or error-free; or that the Online Services or any Licensed Material will meet the Licensee's or Member Institution's requirements; and is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Licensee acknowledges that the Online Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

The Publisher has made provision for a dark archive for the long term preservation of the Licensed Materials for the provision of access by the Licensee to the Licensed Materials (the "Dark Archive"), to be provided by a third party provider, which is currently Portico. Access to the Dark Archive is contingent on the occurrence of specified trigger events which would prevent the Publisher from providing access to the Licensed Materials. In order to benefit from the service offered by Portico, the Licensee must become a contracted customer of Portico. The Publisher reserves the right, at its sole discretion, to change the third party provider of its dark archive at any time. The Licensee must ensure it and the Member Institutions and any Authorised User continues to comply at all times with the permitted use and restrictions set out herein. For the avoidance of doubt the Publisher shall have no obligation to provide access to the Dark Archive where this Licence has been terminated as a result of the Licensee's or a Member Institution's breach. For the avoidance of doubt access to the Dark Archive is not provided in relation to any materials licensed to the Licensee and/or its Member Institutions by the Publisher on a subscription basis.

Publisher aims to achieve compliance with the applicable Canadian accessibility guidelines

and the Web Content Accessibility Guidelines 2.0 (WCAG Level A or higher) published by the World Wide Web Consortium (W3C) with its Licensed Materials and Online Services. Furthermore, Publisher agrees to respond to any complaint by Licensee or

SCHEDULE ONE

Account Information		Sales Rep	Emails	Access Email	Invoice Email
Institution:	COPPUL	Linda Bain	To:	school email	carol@coppul.ca
Ringgold ID:	42773		CC:	carol@coppul.ca	
Billing Information:			CC:	<small>linda.bain@taylorandfrancis.com</small>	<small>linda.bain@taylorandfrancis.com</small>
Salesforce Link to Opp:	to follow		CC:		
Order Information			CC:		
Product Type:	Subscription		CC:		
Dynamic or Static License	Both		CC:		
List Price (before discount)	tbd				
Discount for Customer:					
Discount for Agent:	15.00%				
Invoice Price:	tbd				
P.O. Number					
Currency	USD				
Additional Charges / Shipping Costs:	n/a				
Content:	HBPC subscription				
Start Date:	tbd				
End Date:	365 days after above				
License Name:	HBPC subscription year				
Terms / Other Notes:	15% discount for all COPPUL Members (see Attachment A)				
Special Notes:	flat rate pricing for 2020 (no increase over 2019)				
Setup Information					
Institution:	School Name				
Contact Name:	School Contact				
Address:	School address				
Email:	School email				
Phone:	School phone #				
BP Number:					
VAT/GST/HST/TAX number					
IP Ranges:					
Billing Information					
Institution:	Council of Prairie and Pacific University Libraries (COPPUL)				
Contact Name:	Carol Stephenson				
Address:	150 B - 11711 85th Street NW Calgary, AB T3R 1J3, Canada				
Email:	carol@coppul.ca				
Phone:	519-501-5358				
BP Number:					
VAT/GST/HST/TAX +A1:F39number					

Member Schools and Ip ranges

Capilano University	204.239.153.0-201 204.239.153.203-255 204.239.155.97-127 204.239.155.130-142 204.239.155.144-159
Kwantlen Polytechnic	162.245.248.* 162.245.249.* 162.245.250.* 162.245.251.* 162.245.252.* 162.245.253.* 162.245.254.* 162.245.255.* 142.30.182.194
Memorial University	134.153.0-79.* 134.153.80.2-255 134.153.81-88.1 134.153.88.3-255 134.153.89-112.* 134.153.113.3-5 134.153.113.7-255 134.153.114-255.* 209.205.240-255.* 192.75.24.* 192.219.31.* 208.85.80-83.*
Mount Royal University	142.109.*.*
NAIT	192.197.128.* 199.185.32.20
Okanagan College Library	192.31.180.0-255 192.136.114.0-255 192.136.115.0-255 140.234.2.247 (Discovery Service - EBSCO IP)
Southern Alberta Institute of Technology	142.110.0.0 /18 142.110.227.0 /25 142.110.225.158 142.110.225.159 142.110.225.173 142.110.225.172 142.110.227.199 142.110.227.200
Simon Fraser University	142.58.0.0 - 142.58.93.15 142.58.93.17 - 142.58.101.26 142.58.101.28 - 142.58.110.61 142.58.110.63 - 142.58.255.255 192.75.240.0 - 192.75.247.255

	199.60.0.0 - 199.60.18.255 204.239.18.0 - 204.239.18.255 206.12.6.0 - 206.12.7.255 206.12.16.0 - 206.12.17.255 206.12.29.0 - 206.12.30.255 207.23.85.0 - 207.23.86.255 207.23.160.0 - 207.23.223.255 209.87.31.0 - 209.87.31.255 209.87.56.0 - 209.87.60.255 142.58.232.197 (proxy)
Thompson Rivers University	142.29.(40-43).(0-255) 142.29.(229-229).(112-127) 192.146.(156-156).(0-255) 198.162.(20-23).(0-255) 206.123.(160-191).(0-255) 207.23.(8-15).(0-255) 206.23.(8-11).0-255 206.123.13.(0-255) 206.123.14.(0-255)
University of Alberta	129.128.*.* 142.244.0-10.* 142.244.12-251.* 198.161.218.* 199.185.2-3.* 209.115.220-221.* 129.128.216.34 (EZ Proxy)
University of Lethbridge	142.66.*.*
University of Northern British Columbia	142.207.*.*
University of Regina	142.3.*.* 142.3.100.128 (EZProxy)
Vancouver Island University	104.128.240.0 – 104.128.255.255 209.87.62.165 (EZProxy)