



Annals of Internal Medicine Site License Terms and Conditions

THIS LICENSE AGREED the 11th of January 2018

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12/15/2017

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COPPUL agrees to pay ACP the 2018 Total Consortium Fee, which comprise the Individual Consortium Fee(s) for each Member. The Individual Consortium Fee(s) for each Member may include the Member's Tiered Subscription Fee for *Annals of Internal Medicine*, Tiered Back File Fee, or Flat Subscription Maintenance Fee for the Back Files. Appendix B specifies the Individual Consortium Fee(s) for each Member for the Initial Term of January 1, 2018 to December 31, 2018. The first Renewal Term is January 1, 2019 to December 31, 2019, and the second Renewal Term is January 1, 2020 to December 31, 2020.

The Individual Member's Tiered Subscription Fee, Tiered Back File Fee, or Flat Subscription Maintenance Fee for the two Renewal Terms will not increase more than four percent (4%) over the fees for the previous term, before any discount is applied, unless the Individual Member's Tier Level changes. For a description of Tier Levels, see the website for Institutional Subscription Pricing and Access (<https://www.acponline.org/clinical-information/journals-publications/annals/institutional-subscribers/pricing-and-access>). The Subscription Maintenance Back File fee for each Member will be \$205 USD plus applicable Canadian tax for the Initial and first Renewal Term, and will increase no more than four percent (4%) in the second Renewal Term.

The Total Consortium Fee for 2018 is payable upon signing of this License. Payment in full will be due, thirty (30) days prior to the December 31 term completion, for the Renewal Terms, unless otherwise agreed to in writing. Besides the annual increase of four percent (4%) or less in Tiered Subscription Fees, Back File Fees, and Subscription Back File Maintenance Fee stated in the above paragraph, only the following adjustments can be made to the Total Consortium Fee for the Initial and Renewal Terms:

1. A Member can add a subscription to a print copy of the Licensed Property at a discounted price that is available on request.
2. A Member can add a one-time purchase, with annual maintenance fees, for the Full (1927-1992) or Partial (1960-1992) Back Files at a price available on request.
3. COPPUL may request that a new Member be added to this License. ACP may take account of any current subscriptions to the Licensed Property held by such Member and may adjust that Member's Consortium Fee(s) accordingly.

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 60 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 balance of the subscription period. The determination of whether funds are available shall be made at the sole discretion of the applicable Member Institution, i.e. the Member will not need to demonstrate financial exigency by disclosing its financial statements. ACP reserves the right to terminate and renegotiate this License Agreement if fewer than five Members renew subscriptions to the Licensed Property *Annals of Internal Medicine* in a Renewal Term. Upon termination, a Member Institution has the ability to execute its Perpetual Access rights.

COPPUL agrees that with the exceptions listed above, there will be no other reductions or adjustments in the Total Consortium Fees for the Initial and two Renewal Terms.

IX. Access and Authentication

Online identity and access information for the site(s) of each Member should be listed in Appendix A. ACP provides access to the Licensed Property via IP Addresses, Athens and Open Athens, and Shibboleth. ACP will only provide access to online identity and access information registered in the name of the Member and owned by or which are for the sole use of the Members. The identity and access information for each Member is subject to review and approval by ACP technical staff. ACP reserves the right to reject any Member's online identity and access information failing to fulfill these criteria.

Members who need access via Shibboleth should provide their Federation, Shibboleth Entity ID, eduPersonScopedAffiliation, eduPersonAffiliation, and eduPersonEntitlement.

X. Changes in Institutional Tier

COPPUL agrees to notify ACP in writing in the case of any changes that impact the tier assigned to the Members beyond what is represented to ACP at the time of execution of this License, upon ACP's request, or in subsequent verifications during the renewal invoice process.

XI. Usage Reports

COUNTER-compliant usage reports for the *Annals of Internal Medicine* are available online to each of the Members' administrators through the Silverchair Administrator Platform (<http://sitemaster.annals.org/admin/login.aspx>).

XII. Account Administration

The Members' site-license administrators are responsible for pulling usage reports and maintaining up-to-date information on their institutional accounts, i.e., email address, IP addresses, branding, and link resolvers through the Silverchair Administrator Platform (<http://sitemaster.annals.org/admin/login.aspx>). If you do not know your Institutional Administrator user name and pass code, please contact annalshelp@romnet.com

XIII. Warranties and Disclaimer

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ACP has made, and will continue to make, good faith efforts to assure that the Licensed Property is accurate and complete, but it does not warrant the accuracy or completeness, or the merchantability or fitness for a particular purpose.

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ACP will keep the anonymity of individual users and the confidentiality of their searches protected and will not, without the prior written consent of the Member and Authorized Users, or as otherwise permitted by privacy legislation, transfer any personal information of any Authorized Users to any third party or use it

for any purpose other than as described in this License Agreement.

This Agreement is not considered to be confidential information within Canadian educational and research organizations.

XIV. Duration of License

This License is for the subscription terms of January 1, 2018 to December 30, 2018 (the Initial Term), January 1, 2019 to December 31, 2019, (the second Renewal Term), and January 1, 2020 to December 31, 2020 (the third Renewal Term), and becomes effective on the date last signed by the Authorized Signatories of the Parties hereto and upon ACP's receipt of the Total Consortium Fee each year. The License shall terminate on December 31, 2020, unless either party gives written notice of its intent to renew ninety (90) days before expiration of the Initial Term or then-current Renewal Term, or unless terminated pursuant to the following provisions:

1. COPPUL defaults in the performance of any of its duties or obligations under the terms and conditions herein, including the timeliness of such performance and payment, and does not substantially cure such default, or commence a cure, within thirty (30) days after being given written notice specifying the default; provided that ACP shall not be required to provide such notice or the opportunity to cure such default more than one time in any twelve (12) consecutive-month period of time; or
2. COPPUL or ACP makes a general assignment of substantially all of its assets for the benefit of its creditors; or
3. A petition is filed in bankruptcy or under any insolvency law by or against COPPUL or ACP, which petition is not dismissed within sixty (60) days after it was filed; or
4. ACP provides written notice that the Terms and Conditions herein are revised and COPPUL does not provide a signed acknowledgement of acceptance of the new terms and conditions within ninety (90) days after such notice.
5. COPPUL may terminate its License, thereby declining the privilege of accessing and using the Licensed Property, at any time by giving written notice to ACP. As per Section VIII, there are no refunds of the Consortium Fees.
6. Upon the termination of this License, at the end of the Term or otherwise, ACP will deactivate each Members' access to the Licensed Property. For the avoidance of doubt, Members shall have perpetual access to the subscribed years of the Licensed Property.

XV. License Taxes

COPPUL is responsible for the payment of any applicable taxes in addition to the Site License fee, other than taxes on ACP's net income, arising out of Members' use of the Licensed Property and/or the rights granted under this License. ACP acknowledges that not-for-profit institutions may be exempt from state and other taxes. The responsibility for determining whether COPPUL has any liability for any taxes rests solely with COPPUL.

XVI. Governing Law and Jurisdiction

The parties agree to remain silent on jurisdiction.

XVII. Disputes

If the parties disagree over an interpretation of this License Agreement or whether a party or a Member is in breach of any part of this License Agreement, the parties and any such Member 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

However, if required by the laws of COPPUL’s jurisdiction, any dispute will be resolved in accordance with such laws, including any laws requiring arbitration or the exhaustion of specific administrative remedies.

The COPPUL Authorized Signatory whose name appears below hereby requests that the Members named in Appendix A be given access to the Licensed Property for as long as the License endures.

On behalf of the Institutions

Consortia: Council of Prairie and Pacific Libraries (COPPUL) _____

Authorized Signature: _____

Print name: Kristina McDavid _____

Print title: Executive Director _____

Date: _____

Appendix A to Annals of Internal Medicine Site License Terms and Conditions: Specifications for Account Administration, Access, and Authentication

Members in this License

Dalhousie University
 Memorial University of Newfoundland
 University of Calgary
 University of Alberta
 University of British Columbia
 University of Manitoba

IPs of Authorized Sites

Dalhousie Univ	Memorial Univ	Univ of Alberta	Univ of British Columbia	Univ of Calgary	Univ of Manitoba
129.173.*.*	134.153.0-79.*	129.128.*.*	128.189.16-31.*	136.159.0.0 - 136.159.235.211	132.174.250.38
129.173.72.87 (Proxy Server)	134.153.80.2-255	142.244.0-10.*	128.189.64-95.*	136.159.235.213 - 136.159.255.255	
129.173.72.149 (Proxy server)	134.153.81-88.1	142.244.12-251.*	128.189.128-255.*	78.100.106.154	
24.222.79.230	134.153.88.3-255	198.161.218.*	137.82.*.*	EZProxy: 136.159.235.223	
24.222.54.193 - 24.222.54.254	134.153.89-112.*	199.185.2-3.*	142.103.0-190.*	78.100.106.154 (Qatar)	
134.190.128.0 - 134.190.255.255	134.153.113.3-5	209.115.220-221.*	142.103.191.1-200		
	134.153.113.7-255	129.128.216.34 (EZ Proxy)	142.103.191.208-255		
	134.153.114-255.*	129.128.216.32 (EZ Proxy)	142.103.192-255.*		
	209.205.240-255.*		142.231.64-95.*		
	192.75.24.*		198.162.32-63.*		
	192.219.31.*		206.12.40-47.*		
	208.85.80-83.*		206.12.64-71.*		
			206.12.118.*		
			206.12.192-199.*		
			206.87.0-63.*		
			206.87.112-159.*		
			206.87.192-239.*		
			207.23.94-95.*		

Contacts of Authorized Sites

Institution	Locations	Administrator Name	Administrator email
Dalhousie University	230 Elizabeth Ave, St. John's, NL A1C 5S7	Karen Chandler	karenc@dal.ca
Memorial University of Newfoundland		Kim Whitfield Pam Morgan	kwhitfie@mun.ca pmorgan@mun.ca
University of Calgary	2500 University Dr NW, Calgary, AB T2N 1N4	Robert Tiessen	tiessen@ucalgary.ca
University of Calgary Qatar Campus (nursing)			
University of Alberta	116 St & 85 Ave, Edmonton, AB T6G 2R3	Elizabeth Wallace	ewallace@ualberta.ca
University of British Columbia	Irving K. Barber Learning Center, 1961 East Mall, Vancouver, BC, V6T 1Z1	Kat McGrath	kat.mcgrath@ubc.ca
University of British Columbia Okanagan Campus	3333 University Way, Kelowna, BC, V1V 1V7		
University of Manitoba	66 Chancellors Cir, Winnipeg, MB R3T 2N2	Evelyn Bruneau	evelyn.bruneau@umanitoba.ca

Appendix B. Payment Terms

1. For 2018
2. In year 2 (2019) increase will be a maximum of 4% over 2018 rate before any discount
3. The cost for the backfiles maintenance will be \$205 USD plus applicable Canadian tax for the 2018 & 2019 term.
4. Payment in full will be due, thirty (30) days prior to the December 31, term completion.

COPPUL 2018

ACP ID	Institution Name	12 Month Tier Rate	Discounted Price	Tax	Back File Maintenance	Back File Maintenance Tax	2018 Renewal Remit
01295420	Dalhousie University	██████	██████	██████			██████
00174693	University of British Columbia	██████	██████	██████			██████
01501864	University of Manitoba	██████	██████	██████	██████ ██████ ██████		██████
01088806	Memorial Univ of Newfoundland * 2018 10-month term	██████	██████	██████			██████
01295659	University of Calgary * 2018 8.5 month term	██████	██████	██████			██████
01295659	University of Calgary Qatar Campus * 2018 8.5 month term	██████	██████	██████			██████
01433276	University of Alberta * 6 month term	██████	██████	██████	██████	██████	██████
	* 2018 Prorated term						██████