

BIOONE CONSORTIAL PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is entered into as of the twenty-seventh day of November, 2018 by and between BioOne, a non-profit corporation with offices at 21 Dupont Circle, Suite 800, Washington, DC, USA 20036 ("BioOne") and Council of Prairie and Pacific University Libraries, COPPUL, ("Consortium"), with offices at University of British Columbia, 1958 Main Mall, Vancouver, BC V6T 1Z2 in order to provide members of the Consortium and members' authorized users access to the Licensed Materials for the purposes of research, teaching, education, and private study. Whereas the parties desire to provide for a three-year purchase at a 3% increase in year one, and a 2% increase in years two and three, the parties agree as follows:

MEMBERS OF THE CONSORTIUM

Member administrative contact information, domain name(s), and IP address(es) may be submitted on the BioOne Order Form/Price List, or in writing to the appropriate BioOne sales agent. BioOne does not require that domain names and IP addresses be included as part of this Agreement.

Member institution names & addresses	Domain name(s)	IP address(es)
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List of Consortium members and their addresses.

Brandon University		
Memorial University of Newfoundland		
Mount Royal University		
Simon Fraser University		
Thompson Rivers University		
University of Alberta		
University of British Columbia		
University of Calgary		
University of Lethbridge		
University of Saskatchewan		
University of Victoria		
Vancouver Island University		



**LICENSED MATERIALS, FEE, PAYMENT, SUBSCRIPTION PERIOD,
AND ACCESS METHOD**

THE LICENSED MATERIALS, FEE, AND PAYMENT

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 Agreement, the Licensed Materials shall include (*check one and indicate Fee*):

Database	List Price	Fee
<input checked="" type="checkbox"/> The BioOne database identified as "BioOne Complete"		
<input type="checkbox"/> The BioOne database identified as "BioOne.1"	[\$] _____	[\$] _____
<input type="checkbox"/> The BioOne database identified as "BioOne.2"	[\$] _____	[\$] _____

The Consortium shall, in consideration for the rights granted under this Agreement, pay the Fee within thirty (30) days of receipt of invoice. For the exclusion of doubt, the Fee shall be exclusive of any sales, use, value added, or similar taxes, and the Consortium shall be liable for any such taxes in addition to the Fee.

SUBSCRIPTION PERIOD

This License shall commence on [January 1, 2019] and shall remain in effect until [December 31, 2019].

The license shall automatically renew for January 1, 2020 to December 30, 2020 at 2% increase over 2019 AND for January 1, 2021 to December 31, 2021 at 2% increase over 2020, unless institutions use the Opt-out clause with notification.

LICENSE OPT-OUT CLAUSE

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 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. Upon termination, a Member Institution has the ability to execute its Perpetual Access rights. If the total participation within the consortia falls by more than 15% of the anticipated spend for the contract year, then the contract may be renegotiated for remaining years.

ACCESS METHOD

- Authentication via IP Address
- Authentication via Shibboleth
- Authentication via Athens



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

FOR BIOONE
By its agent PCG

Name:

Position/Title:

Signature:

FOR THE CONSORTIAL

Name:

Position/Title:

Signature:

28 Nov 2018

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28 Nov 2018

