



2015-2018 ACM Digital Library Consortium License Renewal Agreement Consortia Canada

December 16, 2015

Client # 1974484

This Agreement is made between

ACM (the Association for Computing Machinery), with its principal offices at 2 Penn Plaza, Suite 701, New York, NY 10121-0701, USA ("the Licensor"), and

Consortia Canada, represented by the Bureau de coopération interuniversitaire (BCI) with its principal offices at 500 Sherbrooke Street West, Suite 200, Montreal, QC H3A ("the Subscriber").

The Subscriber will be granted the right and license to use the Licensed Material on the terms and conditions of this License Agreement.

1. **Authorized Users.** The following categories of users of the ACM Digital Library (DL) are recognized as Authorized Users: persons affiliated with the Subscribers as students, faculty, registered users or employees, authorized persons physically present in the Subscribers' library facilities.
2. **Basic License.** ACM grants to the Subscriber the non-exclusive rights to search, browse, view, and download the content in the DL. All downloading and printing by Authorized Users will be for the Subscriber's use only, unless approved by ACM in writing. Remote access to the DL by members of the general public is not permitted. Authorized Users may access and use the DL from the premises of the Member Institution, or remotely via secure authentication, to download, print, and copy items from the DL for their use in connection with classroom instruction and related educational purposes, but may not redistribute or make available access to the DL for any commercial purposes.

FAIR DEALING. Notwithstanding any other provisions of this Agreement, nothing shall in any way restrict or limit the ability of Member Institutions, 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.

3. **Alterations.** Neither the Subscriber nor any Authorized Users of the DL may modify, adapt, transform, translate, or create any derivative work based on any of the materials in the DL. Any copyright notices, or other notices appearing in the DL may not be removed, obscured, or modified in any way. All rights, title, and interest in the contents of the ACM DL are the recognized property of the ACM or its affiliates and no ownership rights, title, or interest are transferred to the Subscriber as a part of this Agreement.

The Subscriber may alter or modify the Licensed Materials as necessary to provide an equivalent level of service to Authorized Users with appropriately documented print or other disabilities.

4. **License Period.** The Subscriber consists of two groups of institutional members, hereby identified as the "3-Year Group" and the "1-Year Group." For the purposes of this Agreement, the 3-Year group consists of 50 members (listed in Appendix A) and the 1-Year group consists of 25 members (listed in Appendix B). Licensing fees, applicable discounts, and early termination requirements shall be based on the combination of both groups listed above. Nevertheless, each group shall be subject to separate license periods, as follows:

- The 3-Year group (50 members) shall be given web-based access to the DL during the term beginning July 1, 2015 and concluding June 30, 2018.

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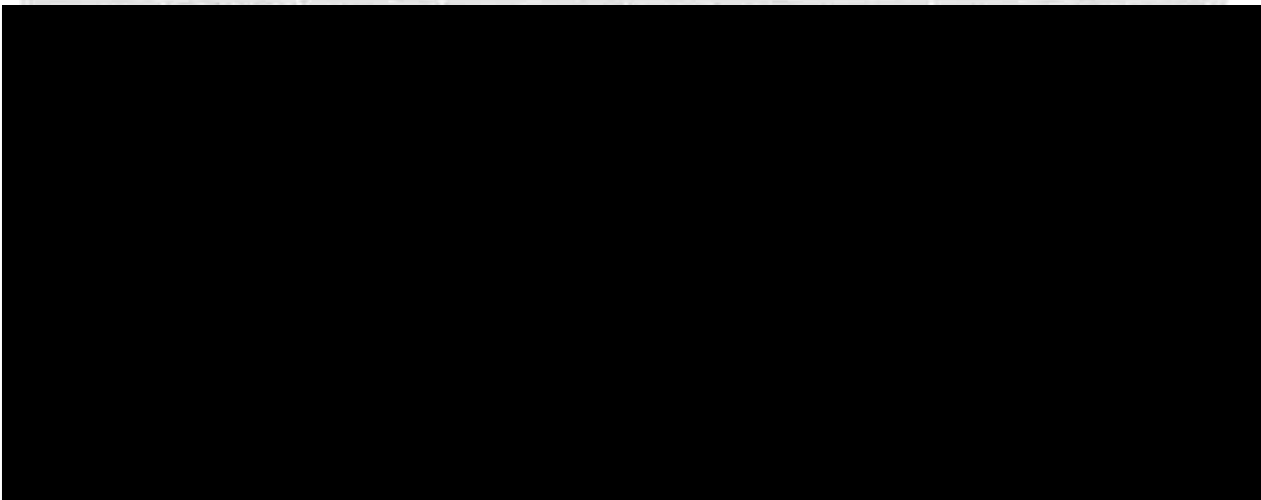
- The 1-Year group (25 members) shall be given web-based access to the DL during the term beginning July 1, 2015 and concluding June 30, 2016.

5. **Licensing Fees. 2015-2016 ACM DL licensing fee for the Subscriber is [REDACTED] which is based on ACM's Academic Pricing. For the period beginning July 1, 2015 and concluding June 30, 2016, these fees are divided among the 3-Year and 1-Year groups as follows:**

- [REDACTED]
- [REDACTED]

ACM will allow up to five (5) member libraries from the 3-Year Group to cancel in any one year of the agreement.

In subsequent renewal years, pricing for the 3-Year Group will follow the below schedule based on the maximum annual increases noted for each tier profile. In the event the percentage increase of ACM's annual published Academic List Pricing is less than the maximum percentages noted below, the lower percentage increase will apply to the Subscriber's annual renewal:



For the 1-Year Group, fees will be based on the ACM Published List Pricing in effect at the time of each annual renewal. The discount of 74.4% will apply to the announced list pricing accordingly.

All fees include access to:

- The current year's Publications including: 53 peer reviewed scholarly journals; 8 technical magazines, ACM's complete collection of conference proceedings containing over 2,500 volumes of scholarly materials; and 37 technical newsletters sponsored by ACM's technical Special Interest Groups (SIGs)
- ACM Guide to Computing Literature, ACM's bibliographic database and abstracting & indexing service
- An up-to-date list of the contents of the ACM Digital Library is posted at <http://librarians.acm.org/contents-digital-library>

6. **ACM Guide to Computing Literature. The Licensor shall provide complimentary access to ACM's bibliographic database and abstracting & indexing service.**

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7. **Access to Historical Archive.** The Licensor shall provide complimentary access to the complete archive of all ACM Publications dating back to each publication's first issue or volume. This complimentary access does not include archival rights, which can be arranged with the Licensor by separate Agreement.
8. **Payment Terms.** Payment will be delivered to the Subscriber within 30 days of receipt of an invoice from the Licensor (net 30 days).
9. **Access.** Global access will be provided to the Subscriber based on IP Verification, unless otherwise agreed between the parties. The Subscriber will provide the Licensor with a complete list of current IP Addresses for all member participants. Subsequent updates to this information should be emailed to the Licensor at DL-Info@acm.org.
10. **Terms of Usage.** The Subscriber and individual users affiliated with the Subscriber may make digital or hard copies of the individual articles contained within the DL, as long as such copies are not made or distributed for profit or commercial advantage and all such copies bear the ACM copyright notice. In addition, users may assemble and distribute links that point to works in the ACM Digital Library.

The Subscriber and individual users affiliated with the Subscriber may not republish individual articles contained within the DL, or post them on other servers, or redistribute them to lists, without first receiving explicit permission from ACM. No wholesale duplication of all or substantial sections of the ACM Digital Library is permitted under the terms of this Agreement.

The Licensee will notify the Licensor immediately of infringements that come to the Licensee's notice and the Licensee agrees to cooperate with the Licensor as appropriate to stop further abuse should it occur. Nothing in this Agreement shall make the Licensee liable for breach of the restrictions set out in the terms and conditions of this Agreement by any Authorized User as long as the Licensee complied with the terms of Clauses 2, 9, and 10, and did not cause, intentionally assist in or encourage such breach nor allowed it to continue after having received written notice of such breach whether from the Licensor or otherwise. However, in the event of continuing abuse the Licensor shall be entitled to terminate this Agreement.

11. **Inter-Library Loans.** The Subscriber and individual users affiliated with the Subscriber may make digital or hard copies of the individual articles contained within the DL, as long as such copies are not made or distributed for profit or commercial advantage and all such copies bear the ACM copyright notice. The Subscriber's Authorized Users may download and print articles for personal use and archive contents on their own personal computers. Facsimile images that are exact representations of the print pages or of printouts from the electronic database may be provided for interlibrary loan under CONTU guidelines and distributed in paper, fax, or digital form. Libraries may include copies of DL digital content in local electronic course reserve systems limited to use of Authorized Users of current classes.
12. **Educational and Library Uses of Copyrighted Material. Electronic Reserves -** Permission granted without fee provided the library or institution has an authentication mechanism for controlled access to the server and a license to the ACM-copyrighted work. A college, university or other accredited institution may place a single

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copy of a definitive version of the work in its library's electronic reserves for the duration of its educational needs for that work, provided that access is limited to its enrolled students (including those in its distance learning programs), faculty, and staff. Those institutions without a current license to the work should contact permissions@acm.org.

13. **Warranties.** ACM warrants that it has copyright ownership and/or permission to use all of the materials in the DL. The Subscriber warrants that it will use all reasonable efforts to insure the integrity of the DL and the security of the network providing access to Authorized Users.
14. **Term and Termination.** The term of this agreement will be for a 12-month period for the Subscribing institutions in the "1-Year Group" and for a 36-month period for the Subscribing institutions in the "3-year Group." Either party may terminate by providing the other party with 60 days notice of intent to terminate, in writing. ACM will allow up to five (5) member libraries from the 3-Year Group to cancel in any one year of the Agreement. In the event of termination or expiration, the Subscriber may not retain any portion of the DL nor be entitled to any refund or prorated portion of the Subscription Fees paid before the request for termination.
15. **Post-Cancellation Perpetual Access.** In the event of termination or expiration, the Publisher will provide the Authorized Institutions and their Authorized Users with access to the full text of the Licensed Material which was published and paid for during the term of this Agreement through Portico, or by supplying the electronic files in a medium and format mutually agreed between the parties to the Authorized Institutions without charge. The full text of the electronic files may not be resold at any time; this remains in effect in perpetuity. Continuing archival access is subject to the terms and conditions of use of this License. ACM will allow up to five (5) member libraries from the 3-Year Group to cancel in any one year of the Agreement. The Subscriber is not entitled to any refund or prorated portion of the Subscription Fees paid before the request for termination.
16. **Persons with Visual, Perceptual or Physical Disabilities.** The ACM Digital Library uses the Open Source Content Management System Plone and has been designed to be completely accessible and usable, working in accordance with the Web Content Accessibility Guidelines (WCAG v1.0). Please also see ACM's VPAT (Voluntary Product Accessibility Template) form attached as part of Appendix C.
17. **Amendments.** All amendments and modifications to this Agreement shall be made in writing and be signed by duly authorized representatives of both parties.
18. **Governing Law.** The terms and conditions of this Agreement are governed by New York law. All disputes arising out of or in connection with this Agreement shall be exclusively submitted to mediation in accordance with the Arbitration Rules of New York State. If the parties disagree over an interpretation of this Agreement or whether a party or a Subscribing institution is in breach of any part of this Agreement, the parties and any such Subscribing institution 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 other such means.
19. **Assignment.** This Agreement may not be assigned by either party to any other person or organization, nor may either party sub-contract any of its obligations, without the prior written consent of the other party, for which consent shall not be unreasonably withheld.

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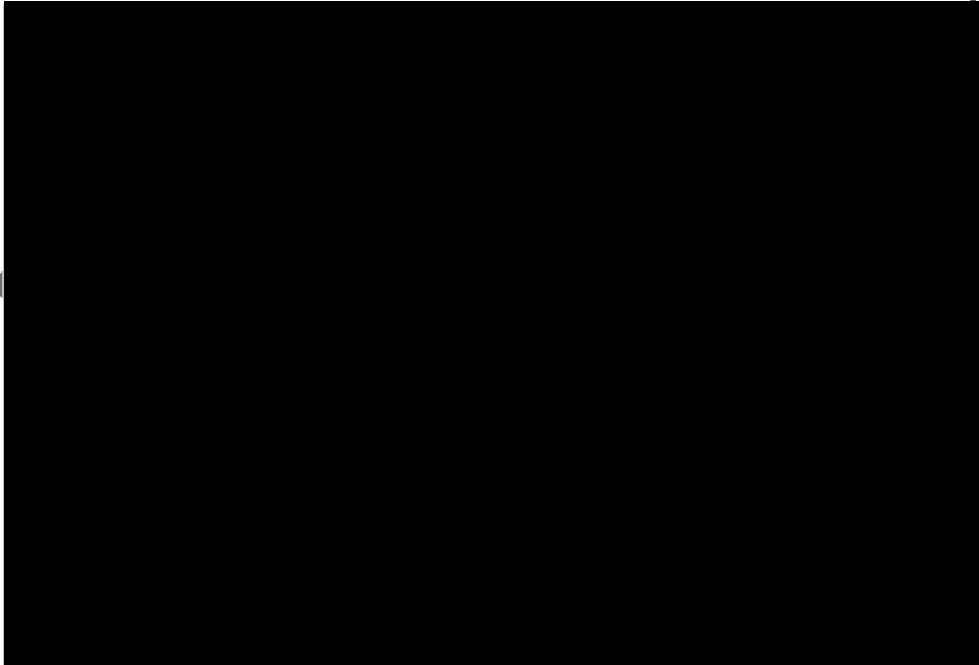


**Association for
Computing Machinery**

Advancing Computing as a Science & Profession

Both parties hereby agree to the above terms,

Signatures





APPENDIX A
Three-Year Group Participants (50)

No.	Institution Name	ACM DL Tier Profile
	The Alberta Library (TAL)	
1	Albion University	1
2	Grant McEwan University	1
3	Mount Royal University	2
4	University of Alberta	3
5	University of Lethbridge	2
	BC ELN	
6	Emily Carr University of Art and Design	1
7	Simon Fraser University	3
8	Thompson-Rivers University	2
9	University of British Columbia	3
10	University of Northern BC	2
11	University of Victoria	3
	CAUL	
12	Acadia University	1
13	Dalhousie University	3
14	Memorial University	2
15	Saint Mary's University	1
16	University of New Brunswick	2
	COPFUL	
17	University of Manitoba	2
18	University of Regina	2
19	University of Saskatchewan	2
	BCI	
20	Bishops University	1
21	Concordia University	3
22	École de technologie supérieure	3
23	École des Hautes Études Commerciales	2
24	École Polytechnique	3
25	McGill University	3
26	TELUQ	1
27	Université de Montréal	3
28	Université de Sherbrooke	2
29	Université du Québec à Chicoutimi	2
30	Université du Québec à Montréal	2
31	Université Laval	2
32	University of Calgary	2
	OCUL	
33	Brock University	2
34	Carleton University	3
35	Lakehead University	2
36	Laurentian University	2
37	McMaster University	3
38	Ontario College of Art and Design	2
39	Queen's University	3
40	Ryerson University	3
41	Trent University	2
42	University of Guelph	1
43	University of Ontario Institute of Technology	2
44	University of Ottawa	3
45	University of Toronto	3
46	University of Waterloo	3
47	University of Western Ontario	3

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**Association for
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Advancing Computing as a Science & Profession

48	University of Windsor	2
49	Wilfrid Laurier University	2
50	York University	3

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**APPENDIX B
One-Year Group Participants (25)**

No.	Institution Name	ACM DL Tier Profile
	The Alberta Library (TAL)	
1	Grand Prairie Regional College Library (Comm. College)	1
2	Kings University College	1
3	Northern Alberta Institute of Technology - NAIT (Comm. College)	1
4	Southern Alberta Institute of Technology - SAIT (Comm. College)	1
	BC ELN	
5	Kwantlen Polytechnic University	1
6	Okanagan College (Comm. College)	1
7	Royal Roads University	2
	Ontario Colleges Library Services OCLS (Comm. Colleges)	
8	Centennial College	1
9	Conestoga College	1
10	Confederation College	1
11	Durham College	1
12	Fanshawe College	1
13	Seneca College	1
14	Sheridan College	1
	CFL	
15	National Research Council Canada	Govt / Org
16	Communications Security Establishment (CSE Library)	Govt / Org
17	Defence R&D Canada - Ottawa	Govt / Org
	COPIIL	
18	Brandon University	1
19	Saskatchewan Institute of Applied Science and Technology SIAST	1
20	University of Winnipeg	2
	Manitoba Library Consortium (MLCI)	
21	Red River College (Comm. College)	1
	OCUL	
22	Royal Military College	1
23	Nipissing University	2
24	Algoma University	1
	CAUL	
25	St. Francis Xavier University	1



APPENDIX C

VPAT™

Voluntary Product Accessibility Template®

Version 1.3

The purpose of the **Voluntary Product Accessibility Template, or VPAT™**, is to assist Federal contracting officials and other buyers in making preliminary assessments regarding the availability of commercial "Electronic and Information Technology" products and services with features that support accessibility. It is assumed and recommended that offerers will provide additional contact information to facilitate more detailed inquiries.

The first table of the Template provides a summary view of the Section 508 Standards. The subsequent tables provide more detailed views of each subsection. There are three columns in each table. Column one of the Summary Table describes the subsections of subparts B and C of the Standards. The second column describes the supporting features of the product or refers you to the corresponding detailed table, e.g., "equivalent facilitation." The third column contains any additional remarks and explanations regarding the product. In the subsequent tables, the first column contains the lettered paragraphs of the subsections. The second column describes the supporting features of the product with regard to that paragraph. The third column contains any additional remarks and explanations regarding the product.

Date: 9/23/2015

Name of Product: ACM Digital Library

Contact for more information (name/phone/email):

Summary Table

VPAT™

Voluntary Product Accessibility Template®

Criteria

- Section 1194.21 Software Applications and Operating Systems *not needed*
- Section 1194.22 Web-based Internet Information and Applications
- Section 1194.23 Telecommunications Products *not needed*
- Section 1194.24 Video and Multi-media Products *not needed*
- Section 1194.25 Self-Contained, Closed Products *not needed*
- Section 1194.26 Desktop and Portable Computers *not needed*
- Section 1194.31 Functional Performance Criteria *not needed*
- Section 1194.41 Information, Documentation and Support *not needed*



Section 1194.22 Web-based Internet Information and applications – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Supports	Alt tags
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Does not Support	
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Supports	
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Supports	
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not Applicable	
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Supports	
(g) Row and column headers shall be identified for data tables.	Supports	for our bibliometrics
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Supports	for our bibliometrics
(i) Frames shall be titled with text that facilitates frame identification and navigation.	Not Applicable	
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not Applicable	
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Not Applicable	
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Supports	Commenting feature
(m) When a web page requires that an applet, plug-in or other application be present on the client	Supports	Pdf, mov,mp4



system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).

(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

(o) A method shall be provided that permits users to skip repetitive navigation links.

(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.

Supports

Commenting and search features

Not Applicable

No repetitive navigation

Not Applicable