

EUROMONITOR INTERNATIONAL - ACADEMIC LICENCE AGREEMENT

BETWEEN:

- (1) **Euromonitor International Ltd, 60-61 Britton Street, London EC1M 5UX, UK**
("Euromonitor")
- (2) **COUNCIL OF PRAIRIE AND PACIFIC UNIVERSITY LIBRARIES (COPPUL), Room 219 Koerner Library, University of British Columbia, 1958 Main Mall, Vancouver, British Columbia, V6T 1Z2** (the "Subscriber")

The Subscriber is authorized to act for and sign this Agreement on behalf of participating member libraries ("Members"). Rights and responsibilities referenced in this Agreement in regard to "Subscriber" shall apply to Members covered under this Agreement. Neither Subscriber nor any other Members shall be liable for any breach or default of another Member. Members are listed in Schedule A.

This Academic Licence Agreement consists of the key terms set out on this page ("Key Terms Page") and in the attached Terms and Conditions.

Service	Passport
Euromonitor International Contact Details: <i>Name of Account Manager</i> <i>Address</i> <i>Phone Number</i> <i>Fax Number</i> <i>Email</i>	Lauriane Juhel 224 South Michigan Avenue, Chicago, Illinois 60604, USA (312) 477 8292 (312) 922 1157 Lauriane.Juhel@Euromonitor.com
Subscriber's Contact Details: <i>Name of Contact Person</i> <i>Address</i> <i>Phone Number</i> <i>Fax Number</i> <i>Email</i>	Carol Stephenson As above 519-501-5358 carol@coppul.ca
Subscriber's Invoice Details: <i>Name of Contact Person</i> <i>Organisation name</i> <i>Address</i> <i>Purchase order number</i> <i>Special invoice requests</i>	Kristina McDavid COPPUL As above Not needed
Start Date	February 15 2018
End Date	February 14 2021
Fee	\$1,352,071 Invoice annually as follow: \$447,628 (2018-2019) \$447,628 (2019-2020) \$456,815 (2020-2021)
Payment Terms	Within 60 days from date of invoice.
Special Conditions	This license will supersede and replace all prior agreements COPPUL to be invoiced annually. See Schedule A for Member fees 90 Days cancellation Clause, see section 14.4

SIGNED

.....
[Signature]

Kristina McDavid

Executive Director

Signed as a duly authorised employee
or officer for and on behalf of
COPPUL

.....
[Signature]

.....
[Print name]

Director
Signed in London as a duly authorised
employee or officer for and on behalf of
Euromonitor International Ltd

January 19, 2018
.....

DATED

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**EUROMONITOR INTERNATIONAL
ACADEMIC LICENCE AGREEMENT TERMS AND CONDITIONS**

1. INTRODUCTION

- 1.1. These Terms and Conditions apply to the Subscriber's subscription to the Service specified in the attached Key Terms Page.
- 1.2. If any Special Conditions are specified in the Key Terms Page, they shall be deemed to be incorporated into these Terms and Conditions and will override any of these Terms and Conditions to the extent of any conflict with them.

2. DEFINITIONS

- 2.1. The following expressions have the following meanings when used in this Agreement:

"Authorised Users" means individuals who are students, faculty or staff of the Subscriber at the time they access the Service. For the avoidance of doubt, alumni and walk-in users are not Authorised Users.

"Intelligence" means all and any part of the market reports, articles, written materials and data which are made available by the Service.

"Secure Network" means a network accessible only to a Member's Authorized Users whose identities are authenticated at the time of login, whose conduct is subject to review and regulation by the Member who owns the Secure Network, and who are employed or enrolled in a course of study by the Member

"Service" means Euromonitor's service comprising the Intelligence and the tools and features which can be used to save or export the Intelligence into various formats as available from time to time on Euromonitor's website.

- 2.2. Terms given defined meanings in the Key Terms Page (e.g. "Start Date") will have the same meanings when used in these Terms and Conditions.

3. AGREEMENT

- 3.1. This Agreement, comprising the Key Terms Page and these Terms and Conditions, will come into force on the Start Date and continue until the End Date.

4. ACCESS TO THE SERVICE

- 4.1. The Subscriber and its Authorised Users shall be granted access to the Service via a Euromonitor website. Access shall be made available on or after the Start Date and as soon as Euromonitor has received two copies of this Agreement duly signed and dated by the Subscriber.
- 4.2. Authorised Users may access and use the Service from terminals located in the Library Locations. Remote access to the Service by Authorised Users will also be permitted upon condition that Euromonitor, at its sole discretion, is satisfied that the Subscriber has appropriate security measures in place to ensure that no-one other than an Authorised User is able to gain remote access to the Service. For that purpose, Euromonitor will, on request, provide a security statement for the Subscriber to complete and sign. Following consideration of the information supplied by the Subscriber in the security statement, Euromonitor may specify additional measures that the Subscriber must put in place before remote access is allowed.
- 4.3. The Subscriber will make reasonable efforts to ensure that all Authorised Users are made aware that the Service, and the Intelligence it contains, is for the purposes of research, teaching, or private study for academic purposes only and cannot be sold or otherwise re-distributed to third parties.
- 4.4. Euromonitor reserves the right to introduce appropriate technical protection measures to control access and/or use of the Intelligence in accordance with this Agreement provided that no such measure shall adversely affect the rights of the Subscriber or its Authorised Users under this Agreement.

5. AUTHORISED USE OF THE INTELLIGENCE

- 5.1. Euromonitor hereby permits Authorised Users to use the Service in accordance with the permitted uses

set out in clause 5.2, subject to the restrictions on use set out in clause 6.

- 5.2. Each Authorised User may use the Service during the term of this Agreement for the following non-commercial purposes and in the following ways:-

Browsing, copying and printing on paper

- 5.2.1. To browse and search the Service and to display Intelligence on screen.
- 5.2.2. To make and save digital copies of extracts from the Intelligence in any of the formats supported by the Service and to access and retrieve such copies.
- 5.2.3. To print out copies of the Intelligence and to make photocopies of such print-outs for use in the course of the Authorised User's research, teaching, or private study for academic purposes.
- 5.2.4. To make such digital copies and photocopies available to other Authorised Users.

Course packs and scholarly use.

- 5.2.5. To reproduce insubstantial and limited amounts of the Intelligence in the Authorised User's own course work, reports, essays, projects and similar materials which he or she creates for academic purposes only.
- 5.2.6. In the case of faculty only, to reproduce a reasonable portion of any individual work or item within the Intelligence in course packs in hard copy and electronic form and to distribute such course packs to Authorised Users only. Subscriber and Faculty may create persistent links to sections of the Intelligence for e-reserves or course management access by Authorized Users from within Secure Networks.

- 5.2.7 Accessible Formats.** Members may have the right to modify or copy extracts from the Intelligence in order to make the content usable to Authorized Users with perceptual, visual, or physical disabilities.

All materials in which the Intelligence is reproduced shall attribute the extracted Intelligence to Euromonitor International in the following form: "source: © Euromonitor International 2011".

6. RESTRICTIONS ON USE OF INTELLIGENCE

- 6.1. The Subscriber shall not knowingly permit anyone other than Authorised Users to use the Intelligence. If Euromonitor permits remote access under clause 4.2, the Subscriber shall ensure that the person responsible for its information services has signed and/or is made aware of the contents of the security statement referred to in that clause. Interlibrary Loan is not allowed.
- 6.2. No form of commercial use of the Intelligence shall be permitted. Neither the Subscriber nor any Authorised Users may publish, re-distribute or make available to third parties any Intelligence which any of them extract from the Service, whether by itself or as part of any work or other material.
- 6.3. Furthermore, any other form of use of the Intelligence beyond that specified in clause 5.2 (including, but not limited to making it available via an intranet or extranet or to or via a mobile device) shall require Euromonitor's prior written consent.
- 6.4. Neither the Subscriber nor any Authorised User may remove, obscure or modify any copyright or other notices included in the Intelligence nor any metadata or digital rights management intelligence that may be associated with the Intelligence.
- 6.5. The right of Subscriber's faculty to reproduce the Intelligence and to distribute it in course packs shall cease immediately on termination of this Agreement.

7. PROVISIONS ABOUT EUROMONITOR'S PERFORMANCE

- 7.1. Support. Euromonitor will provide telephone training and assistance to library staff at the Subscriber's Library Location(s) from its international offices during Euromonitor's normal business hours.
- 7.2. Performance. Euromonitor will use its reasonable endeavours to make the Service available to the Subscriber and to Authorised Users at all times save for routine maintenance, and to restore access to the Intelligence as soon as possible in the event of an interruption or suspension of the Service.
- 7.3. Euromonitor reserves the right to conduct essential maintenance, software upgrades and other works

necessary to maintain the efficient provision of the Service. Where such works result in the Service becoming temporarily unavailable, Euromonitor will provide at least two weeks notice to Subscriber and shall wherever possible carry out works on Saturdays or Sundays (GMT).

- 7.4. Changes to the Intelligence. Euromonitor reserves the right to make changes from time to time to all or any parts of the Intelligence provided that the functionality and performance of the Service, and the overall content of the Intelligence, shall not be substantially and adversely affected from the Subscriber's perspective by any such changes. These changes may take the form of the addition, removal, correction or editing of content or the migration to a different format. Furthermore, these changes may be made for legal, editorial or other reasons.

8. **SUBSCRIBER'S OBLIGATIONS**

- 8.1. **Compliance with authorised use.** The Subscriber shall (i) use its best endeavours to ensure that Authorised Users access and use the Intelligence only in accordance with the permitted uses and restrictions contained in clauses 5 and 6 respectively, details of which will be made available to Authorised Users upon accessing the Service, and in accordance with any other applicable provisions contained in this Agreement; and (ii) take all reasonable steps within its power to ensure that no person, firm or company other than an Authorised User accesses or uses the Service.
- 8.2. **Protection from unauthorised use.** In the event of any unauthorised use of the Service Euromonitor may, at its discretion, suspend or terminate access by such method as it deems appropriate. In the case of suspension, this will continue until Euromonitor is satisfied that the unauthorised use will not recur.
- 8.3. **Maintaining confidentiality of access passwords.** Where access to the Intelligence is to be controlled by use of passwords, the Subscriber shall use reasonable efforts to ensure that Authorised Users do not divulge their identification numbers and passwords to any third party. The Subscriber will use all reasonable endeavours to ensure that any unauthorised disclosure or use of passwords is reported to Euromonitor as soon as it becomes aware of it.

9. **FEES**

- 9.1. Euromonitor shall invoice the Subscriber in accordance with the Subscriber's Invoice Details as specified in the Key Terms Page and Schedule A.
- 9.2. The Subscriber shall pay the annual Fee in accordance with the payment terms specified in the Key Terms Page and Schedule A.
- 9.3. The Fee is exclusive of value added tax and of any equivalent sales taxes.
- 9.4. If the Subscriber fails to pay the Fee when due it shall pay interest to Euromonitor on such sum from the due date until the date of actual payment at an annual rate of three % above the base rate of the Bank of Scotland from time to time in effect during such period.

10. **WARRANTIES & INDEMNITIES**

- 10.1. Euromonitor warrants to the Subscriber that:-

- 10.1.1. It has the right to license the rights granted under this Agreement and that it has obtained any and all necessary permissions from third parties to license the Intelligence.

- 10.1.2. The Intelligence contained within the Service, and the tools and other features available within the Service, will conform in all material respects to their respective descriptions as set out in the specification or proposal provided to the Subscriber. This warranty is given subject to the qualification that changes may be made to the Intelligence from time to time as mentioned in clause 7.4.

- 10.1.3. It will use reasonable skill and care in the provision of the Service.

- 10.2. Subject to clause 10.3, Euromonitor shall indemnify and hold the Subscriber and Authorised Users harmless from and against any damages, awards or penalties, including proper and reasonable legal fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Intelligence by the Subscriber or any Authorised User in accordance with the terms of this Agreement.

- 10.3. The indemnity contained in clause 10.2 shall be subject to the following provisions:-

- 10.3.1. It will not apply to any claim which relates to any modification, abstraction or other change made to the Intelligence by an Authorised User.

- 10.3.2. The Subscriber shall immediately notify Euromonitor on receipt of any allegation of infringement and shall make no admission or take any action without Euromonitor's express written authority.
- 10.3.3. Euromonitor shall have the sole right to deal with any such claim and to defend the legal proceedings in respect of such claims at its own expense, including the right to compromise or settle or otherwise dispose of any such claim.
- 10.3.4. The Subscriber shall provide, at Euromonitor's expense, such assistance in investigating and defending such claims as Euromonitor may reasonably request. This indemnity shall survive the termination of this Agreement.

11. EXCLUSIONS & LIMITATIONS OF LIABILITY

- 11.1. The sole warranties given by Euromonitor are those contained in clause 10.1.
- 11.2. Euromonitor does not have any knowledge of, nor control over, the particular purpose(s) for which the Intelligence is used. Accordingly, subject to clause 11.5, Euromonitor excludes any and all liability for any loss of any nature suffered by the Subscriber, or by any Authorised User, as a direct or indirect result of its use of any of the Intelligence or of making any decision, or refraining from making any such decision, based wholly or partly on any data, expression of opinion, statement or other information or data contained in the Intelligence.
- 11.3. Except for the express warranties stated in this Agreement, the Intelligence is provided on an "as is" basis. Subject to clause 11.5, Euromonitor excludes any and all other warranties, conditions, or representations relating to the Intelligence, whether express, implied, oral or written, and including any which may be contained in any specification or proposal provided to the Subscriber. Without limitation, this exclusion applies to any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Euromonitor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. All such implied provisions are hereby excluded to the full extent permitted by law.
- 11.4. Subject to clause 11.6, neither party shall be liable for (i) any loss of data; use; reputation; goodwill or opportunity; (ii) any loss of or failure to realise expected profit, revenue, savings or any other form of pure economic loss, whether any such loss is direct or indirect; or (iii) any form of indirect, special, incidental, punitive or consequential loss or damages, and, in each case, however arising.
- 11.5. Euromonitor does not exclude its liability for personal injury or death caused its negligence, for fraud or fraudulent misrepresentation, under the indemnity contained in clause 10.2 or for any other liability that cannot be limited or excluded by applicable law.
- 11.6. Except as mentioned above in this clause 11, Euromonitor's maximum aggregate liability to the Subscriber for all claims (whether arising in contract, tort, breach of statutory duty or otherwise) made in any year of this Agreement, whether in respect of a single event, series or connected events or of unconnected events, shall not exceed the total amount of Fees paid by the Subscriber in the year in which the claim is made.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. Euromonitor reserves all its rights in the Intelligence in respect of copyright, database right, trade mark rights or otherwise.
- 12.2. The Subscriber shall at the request and expense of Euromonitor do all such things as may be reasonably required to assist Euromonitor, to the extent which law permits, in taking or resisting any legal proceedings in relation to any infringement of any such rights.

13. CONFIDENTIALITY

- 13.1. Both parties acknowledge that they or their employees may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire non-public information which is proprietary to or confidential to either party or third parties to whom they owe a duty of confidentiality ("Confidential Information"). Both parties agree to hold Confidential Information in strict confidence and not to disclose the same to third parties or to use such Confidential Information for any purpose whatsoever other than the provision of services to the Subscriber as contemplated by this Agreement and to advise each of its employees who may be exposed to Confidential Information of their obligations to keep such information confidential. This provision shall survive termination of the Agreement. For the avoidance of doubt, the terms and conditions and fees of this Agreement are not

considered confidential information within Canadian educational institutions.

14. TERMINATION & EFFECT OF TERMINATION

14.1. Either party may terminate this Agreement immediately by giving written notice to the other in any of the following events:

- 14.1.1. If the other party commits any breach of any of the terms and conditions of this Agreement and fails to remedy that breach (if capable of remedy) within 30 days after notice from the other party giving full particulars of breach and requiring it to be remedied; or
- 14.1.2. If the other party enters into liquidation, whether compulsory or voluntary (except for the purposes of bona fide reconstruction or amalgamation with the prior approval of the other party), or compounds with or makes any arrangements with its creditors or makes a general assignment for the benefit of its creditors, or if it has a receiver, manager, administrative receiver or administrator appointed over the whole or substantially the whole of its undertaking or assets, or if it ceases or threatens to cease to carry on its business or operations, or makes any material change in its business or operations, or if it suffers any analogous process under any foreign law.

14.2. Upon termination of this Agreement, online access to the Intelligence by the Subscriber and Authorised Users shall be terminated.

14.3. Termination shall not affect any right to damages or other remedy which the terminating party may have in respect of the event giving rise to the termination.

14.4. For multi-year subscriptions, Subscriber may give Euromonitor written notice no later than 90 days prior to the annual subscription date of the Agreement requesting that the Agreement be terminated. The termination of participation by any Member Institution will not constitute a default or a termination of participation of any other Member Institutions under the license Agreement and shall not be grounds for any increase in fees payable by other Members

15. GENERAL

15.1. **Assignment.** Neither party may assign or transfer all or parts of its rights or obligations under this Agreement without prior written consent of the other, such consent not to be unreasonably withheld or delayed.

15.2. **Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing under this Agreement if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

15.3. **No representations.** Each party acknowledges that in entering into this Agreement it has not relied and is not relying on any representations or warranties (whether implied or otherwise) other than those expressly set out in this Agreement and the parties irrevocably and unconditionally waive any right they may have to any remedy in respect of any other such representation or warranty except in the case of fraud.

15.4. **Modifications.** No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorised representatives of Euromonitor and the Subscriber.

15.5. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15.6. **Waiver.** Waiver of any provision in this Agreement shall not be deemed a waiver of any other provision in this Agreement, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

15.7. **No third party rights.** No provision of this agreement shall be enforceable by any person or individual other than the parties to this Agreement.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties

agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement, which are not affected by the dispute.

16.2. This Agreement shall be interpreted and construed in accordance with and shall be governed by the laws of Canada and by the English language as it is used in Canada.

16.3. **Arbitration.** Intentionally removed.

17. **NOTICES**

All notices, requests, consents and other communications which are required or permitted hereunder shall be in writing and shall be deemed given by registered mail, electronic mail, or courier to the address of the addressee as set out in this License Agreement or to such other address as notified by either party to the other as its address for service of notices. Any such notice sent by registered mail shall be deemed to have been given 14 days after the date of posting the mail. Any such notice sent by courier or electronic mail shall be deemed to have been given on the date of receipt.

Schedule A. Member Fees

3 year term participants:

Athabasca University – Passport

Mount Royal University – Passport

Royal Roads University – Passport w/Industrial all countries

Simon Fraser University – Passport w/ 20 additional Countries

University of Alberta – Passport w/Industrial Canada, Cities & Nutrition

University of British Columbia –

University of Calgary – Passport w/Industrial Canada

University of Regina – Passport w/Industrial Canada

University of Saskatchewan – Passport w/Industrial Canada

University of Victoria – Passport

Vancouver Island University – Passport

Memorial University of NF – Passport w/Industrial Canada

University of Manitoba – Passport w/Industrial Canada

University of New Brunswick – Passport

University of Northern British Columbia – Passport

University of the Fraser Valley – Passport w/Industrial Canada

BCIT – Passport

Okanagan College – Passport Industries only TO CANCEL in 2019