Council of Atlantic Academic Libraries / Conseil des bibliothèques postsecondaires de l'Atlantique Model License 2026

THIS LICENSE AGREEMENT (AGREEMENT) IS AGREED the [DATE] of [MONTH], [YEAR]

BETWEEN

[NAME OF LICENSOR] of [FULL ADDRESS] (herein referred to as **"Licensor")** and

COUNCIL OF ATLANTIC ACADEMIC LIBRARIES / CONSEIL DES BIBLIOTHÈQUES POSTSECONDAIRES DE L'ATLANTIQUE (CAAL-CBPA), 120 Western Parkway, Suite 202, Bedford, NS, B4B 0V2 (herein referred to as "Licensee")

The Licensee is authorized to act for and sign this Agreement on behalf of its Member Institutions hereinafter known as the "Member Institutions." Rights and responsibilities referenced in this Agreement in regard to "Licensee" shall apply to all the Member Institutions covered under this Agreement; however, the Licensee and each Member Institution is responsible only for fulfillment of its individual responsibilities under this Agreement. No Licensee, nor any other Member Institution, shall be liable for any breach or default of another Licensee or Member Institution. Member Institutions are listed in **Schedule 2**.

WHEREAS the Licensor holds or administers the rights granted under this Agreement,

AND WHEREAS the Licensor desires to grant to Licensee, Member Institutions, and Authorized Users the License to use such rights for the Fee, as detailed in the attached Schedule(s), subject to the terms and conditions of this Agreement. Where applicable, additional Schedules may be attached to address terms and conditions that relate to specific formats, in which case the attached Schedule(s) form part of this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

Accessible Formats	Content in a format that is perceivable and operable by persons with visual, perceptual, physical, or other print disabilities, and is usable with assistive devices and software.
Authorized Users	All current students, staff and faculty of the Member Institution,

(whether full- or part-time, permanent, temporary, contract or visiting appointments), retired faculty and staff, alumni, and researchers associated with Member Institution regardless of the physical location of such persons. For the avoidance of doubt, Authorized Users include those persons who are granted Library privileges according to the policies of a Member Institution.

Authorized Users also include individual members of the public (walk-in users) while they are physically on the premises of a Member Institution. For the avoidance of doubt, walk-in use is intended for individual users, not as a substitution for a license by another institution.

Bibliographic Reference Management Systems — Bibliographic Reference Management Systems, also referred to as reference management, citation management, or personal bibliographic management software, are tools used by scholars and authors for storing, organizing, and sharing bibliographic citations or references, and for formatting bibliographies useful for authors' articles.

Click-Through License — Terms and conditions relating to Licensed Materials that the Licensor requires Authorized Users to accept by clicking a button or hyperlink in to gain access on the Platform.

Commercial Use — Use of the Licensed Materials for the purposes of monetary reward (whether by Member Institutions or Authorized Users) by means of sale, resale, loan, transfer, hire or other form of commerce. For the avoidance of doubt, neither recovery of direct costs exclusive of the Fee by the Member Institution from Authorized Users, nor use of the Licensed Materials by the Member Institution or by an Authorized User in the course of research funded by a commercial organization, nor the payment of a fee by a person to be registered with the Member Institution, is deemed to be Commercial Use.

Confidential Information — Designates any information for which the access is restricted under any Canadian federal or provincial legislation.

Consortium — The group of universities, other educational institutions and research organizations (which may have multiple sites) and their associated libraries, that have authorized the Licensee to negotiate and execute this Licence Agreement on their behalf.

Course Packs — A collection or compilation, in print or electronic form, of scholarly

	materials (e.g. book chapters, journal articles) assembled by staff of a Member Institution for use by students in a class for the purpose of instruction.
Digital Rights Management	Also referred to as "DRM", access control technologies that are used to limit the use of digital content and devices in on-line or off-line environments.
Digital Watermarking Technology	The process of embedding information into a digital document, which may be used to verify its authenticity or the identity of its owners.
Discovery Services	User interface and search systems for discovering and displaying content from local, database, and web-based sources.
Electronic Learning Environments	Use of parts of or linking to the Licensed Material in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments, library environments, and courseware technologies) hosted on a Member Institution's Secure Network for use by its faculty, students and staff in connection with specific courses of instruction offered by a Member Institution.
Electronic Reserve	Electronic copies of Licensed Materials (e.g. book chapters, journal articles, abstracts) made and stored on the Member Institution's Secure Network for use by Authorized Users in connection with specific courses of instruction offered by Member Institutions to such Authorized Users.
Knowledge Base	A centralized database of all publishers' and aggregators' up-to-date and detailed bibliographic and content information about their electronic collections which Members use to manage, track, and deliver access to the e-resources to which they subscribe.
License Fee	The applicable fee for a license to the Licensed Materials, whether a one-time fee or an annual or other subscription fee, as set out in **Schedule 1**, or in new Schedules to this Agreement, which may be agreed by the parties from time to time.
Licensed Materials	The materials as detailed in the attached Schedule(s) as may be amended from time to time by agreement between the parties. The materials may include but are not limited to journal articles, databases, e-books, author-supplied accompanying and

	supplementary data, graphical representations, surveys, audio-visual content, and in-press and pre-publication versions
Member Institutions	CAAL-CBPA member library or affiliate member library participating in a license, as detailed in **Schedule 2.**
Open Access Repository Services	Online services designed to preserve and provide open access to journal article reprints or preprints, audio, video and other media, and/or digital data. Repositories may be maintained by, but not limited to, author's employing institution, an academic consortium, a discipline- based entity, or a governmental funding agency.
Perpetual Access	Provisions in this Agreement for continuation of access, archiving and use of Licensed Materials that shall survive any termination of the License Agreement and ensure continued access consistent with the then current recognized standards in the publishing industry.
Platform	The combined hardware and software used by the Licensor to provide online access to the Licensed Materials
Scholarly and Educational Use	Use of the Licensed Materials for the purpose of academic research, scholarship, education, and other related purposes, including extraction and manipulation for the purpose of illustration, explanation, example, comment, criticism, teaching, research, and analysis.
Secure Network	A computer network that incorporates reasonable security measures to only allow access to Authorized Users by secure authentication, consistent with current industry standards.
Text and Data Mining	A machine process by which information may be derived from the Licensed Materials by identifying patterns and trends within natural language through methods such as text categorization, statistical pattern recognition, concept or sentiment extraction, and the association of natural language with indexing terms
Usage Data	Data collected by the Licensor of the activities or uses on the Platform on the number of chapters, articles or other single items downloaded, printed or viewed from the Licensed Materials.

2. LICENSE GRANT

2.1 **GENERAL**. The Licensor hereby grants to Licensee and Member Institutions the non- exclusive and non-transferable right, throughout the world, to permit

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2.2 **PERPETUAL ACCESS**. The Licensor hereby grants to the Licensee and the Member Institutions a non-exclusive, royalty-free, perpetual license for Member Institutions and their Authorized Users to use, after the termination of this Agreement, the Licensed Materials for which Perpetual Access rights are granted, as specified in **Schedule 1.** Such use shall be in accordance with the provisions of this Agreement relating to the use of Licensed Materials, including restrictions on use and related liabilities, which provisions shall survive any termination of this Agreement.

3. PERMITTED USES

Member Institutions and Authorized Users may use the Licensed Materials as follows:

3.1 **ACCESS and USE** the Licensed Materials via Secure Networks to search, retrieve, download, display, print, save, and view the Licensed Materials.

3.2 **ALTER or MODIFY** the Licensed Materials as necessary to provide an equivalent level of access to Authorized Users with disabilities if the Licensed Materials are not already provided in Accessible Formats.

3.3 **CLASSROOM HANDOUTS** as single copies of individual items of the Licensed Materials, in print or electronic form, may be distributed to Authorized Users. For the avoidance of doubt, classroom handouts shall include the distribution of a copy for teaching purposes to all individual student Authorized Users in a class at a Member Institution.

3.4 **COURSE PACKS / ELECTRONIC RESERVE / VIRTUAL LEARNING** Member Institutions and Authorized Users may incorporate parts of the Licensed Material in Course Packs, Electronic Reserves, study packs, resource lists and in any other material (including but not limited to multi-media works) to be used in the course of instruction and/or in

Electronic Learning Environments hosted on a Secure Network, but not for Commercial Use. Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner. Course Packs in alternate formats may also be offered to Authorized Users that require Accessible Formats. If the Licensor does not have the right to grant all rights under **3.4** for all Licensed Materials, these rights will apply exclusively to the content for which the Licensor does have such rights, as specified in **Schedule 1**.

3.5 **CREATE PERSISTENT LINKS**. Licensor will provide a method for Member Institutions to create persistent links to Licensed Materials to ensure that Authorized Users can discover the Licensed Materials and will assist Member Institutions in creating such links effectively. Whenever feasible, Licensor will use the OpenURL standard (ANSI/NISO Z39.88) for such links.

3.6 **INTERLIBRARY LOAN**. Licensor allows Member Institutions to provide to another institution by paper or electronic means, a single copy of an individual document being part of the Licensed Materials, within the guidelines of traditional interlibrary loan practices and applicable copyright laws.

3.7 **PUBLIC PERFORMANCE RIGHTS**. Subscription to Licensed Materials includes Public Performance Rights for private, educational and research purposes but not for Commercial Use.

3.8 **SCHOLARLY SHARING**. Member Institutions and Authorized Users may transmit to a colleague, in hard copy or electronically, reasonable amounts of the Licensed Materials for Scholarly and Educational Use but in no case for Commercial Use.

3.9 **TEACHING AND RESEARCH USE**. Member Institutions and Authorized Users may (a.) incorporate parts of the Licensed Materials in printed or electronic form in assignments, portfolios, theses, dissertations, teaching, conference presentations, and lectures, with appropriate credit; (b.) make full use, with appropriate credit, of the Licensed Materials in research and publications for personal, scholarly, educational, or professional use; (c.) store a single copy of an individual document being part of the Licensed Materials, including within secure personal Bibliographic Reference Management Systems.

For the avoidance of doubt, reproductions of portions of the Licensed Material for library deposit, such as in institutional repositories, and other non-commercial uses, with appropriate credit, are permitted.

3.10 **TRAINING AND MARKETING MATERIALS**. Member Institutions and Authorized Users may display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users.

3.11 USAGE DATA SHARING. Licensee and Member Institutions are permitted to share Usage Data, provided that the disclosure of such data fully protects the anonymity of individual users and the confidentiality of their searches and is not contrary to applicable privacy laws.

4. PROHIBITED USES

4.1 COMMERCIAL USE. Licensee, Member Institutions, and Authorized Users may not use all or any part of the Licensed Materials for any Commercial Use without the Licensor's explicit permission. For the avoidance of doubt, recovery of direct costs incurred by the Member Institution in the course of providing access to Authorized Users or Walk-in Users (e.g. printing, photocopying, or administration fee) including interlibrary loan, is not deemed to be Commercial Use.

4.2 MODIFYING WORKS. Licensee, Member Institutions, and Authorized Users may not abridge, modify, translate, or adapt works in order to publish, distribute or make available the Licensed Materials, other than as permitted in this Agreement.

4.3 PUBLIC REDISTRIBUTION. Except as permitted in **3** [Permitted Uses], Licensee, Member Institutions, and Authorized Users may not re-distribute, reproduce or transmit to anyone other than Authorized Users the whole or any part of the Licensed Materials by any means including electronic (e.g. via email), nor post it on publicly-accessible web sites or networks.

4.4 REMOVAL OF COPYRIGHT NOTICE. Licensee, Member Institutions, and Authorized Users shall not remove, obscure or alter in any way the authors' names or the Licensor's copyright notices, trademark notices, other notices, logos or other means of identification or disclaimers as they appear in the Licensed Materials.

4.5 SYSTEMATIC DOWNLOADING. Except as permitted in **5.3** [Data and Text Mining], Licensee, Member Institutions, and Authorized Users shall not systematically make print or electronic copies of multiple extracts of the Licensed Materials, or use robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep-link, index, or disrupt the use of the Licensed Materials for any purpose.

4.6 ARTIFICIAL INTELLIGENCE. Except as explicitly stated in this Agreement, or otherwise permitted in writing by the Licensor as an amendment to this Agreement, or as permitted by any Creative Commons licenses or public domain dedications applied to the Offerings, Licensee, Members, and Authorized Users may not:

a. Directly or indirectly develop, train, program, improve, and/or enrich any

artificial intelligence tool ("AI Tool", whether developed internally or provided by a third party unless: (i) doing so with reasonable information security standards to undertake, mount, load, or integrate the Offerings on Member's or Authorized User's servers or equipment, and (ii) no Offering, or any part thereof, is shared with anyone other than a Member and its Authorized Users; or

b. In the case of third-party generative artificial intelligence tools, train or fine-tune any such tool (including an algorithm) unless: (i) doing so locally in a self-hosted or closed hosted environment ("Secure Network") solely for use by a Member or Authorized Users, and (ii) none of the third-party generative artificial intelligence tool, its data, or the Offerings, is shared with anyone other than Member or its Authorized Users.

In no case may Members or their Authorized Users use the Offerings in connection with an AI Tool, including to train or fine-tune any such tool, to: create a competing commercial product or service; disrupt the functionality of the Offerings or the Platform; or reproduce or redistribute the Offerings or any part thereof to a third party.

Subject to the restrictions set forth in this Agreement and all applicable laws, use of the Offerings in connection with AI Tools by Members and Authorized Users is permitted.

Artificial Intelligence ("AI") is the branch of computer science that applies algorithm-based technologies which are intended to solve complex tasks by functions that previously required human thinking, such as learning, reasoning, problem-solving, understanding natural language, recognizing patterns, and making decisions.

Licensor and Members acknowledge and accept that Licensee extends no representations or warranties, whether express or implied, as to the legality or non-infringement of using Offerings in connection with an AI Tool.

Licensor and Licensee both acknowledge the unique challenges and complexities around the emerging artificial intelligence technologies and large language models, and they agree to mutually support each other in developing policies and protocols for both parties' benefit. If the Parties agree there are existing, or if during the term of this Agreement the government adopts, mandatory and relevant laws regarding artificial intelligence in research, or in case a Canadian court of final jurisdiction has clarified the scope of existing laws as to the scope of copyright and user's rights in the use of artificial intelligence and determines broader uses than the limitation set forth in this section, such law or court opinion shall prevail in the relevant jurisdiction to the extent of any inconsistency with this Agreement.

Licensee, through its Members, shall take reasonable efforts to ensure that the Offerings are in accordance with this Agreement and against misuse or unauthorized access. Customer and its Members shall not be liable for unauthorized use of the Offerings by any Authorized Users provided that:

a. The unauthorized use did not result from the Member's own negligence or willful misconduct;
b. Member fulfills its obligations under this Agreement; and
c. The Member did not permit such unauthorized use to continue after having actual notice thereof.

The foregoing restrictions do not apply to Offerings in the Public domain, nor to those made available under a Creative Commons ("CC") license, for which terms of the respective CC license apply or to public domain materials included in the Offerings.

Licensee and Licensor acknowledge that artificial intelligence use in the scholarly, post-secondary community is rapidly evolving. Therefore, Licensee and Licensor agree to monitor the landscape so that the AI clause may be evaluated and changed if necessary and upon mutual agreement.

5. MUTUAL RESPONSIBILITIES

5.1 **AUTHOR'S RIGHTS**. Notwithstanding any terms or conditions to the contrary in any author agreement between Authors and Licensor, Authors affiliated with Licensee whose work ("Content") is accepted for publication within the Licensed Materials shall retain the non-exclusive, irrevocable, royalty-free right to use their Content for scholarly and educational purposes, including self-archiving or depositing the Content in institutional, subject-based, national or other open repositories or archives (including the author's own web pages or departmental servers), and to comply with all grant or institutional requirements associated with the Content. For the avoidance of doubt, it is the intent of the parties to this Agreement that Authors are third party beneficiaries of this provision of the Agreement. If the Licensor does not have the right to grant rights for all Licensed Materials, these rights will apply exclusively to the content for which the Licensor does have such rights, as specified in **Schedule 1**.

5.2 **CONFIDENTIALITY OF USER DATA**. Licensor and Licensee agree to protect the anonymity of individual users and the confidentiality of their searches. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate anonymized form.

Licensor will not, without the prior written consent of the Member and Authorized Users, or as otherwise permitted by the applicable privacy legislation – such as the Freedom of Information and Protection of Privacy Act – 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.

5.3 TEXT AND DATA MINING. Licensor will cooperate with Licensee, Member Institutions, and Authorized Users as reasonably necessary in making the Licensed Materials available in a manner and form most useful to the Authorized User for data and text mining. Member Institutions and Authorized Users may apply automated tools and processes to the Licensed Materials for the purposes of textual analysis and visual mapping of textual and/or statistical relationships within the context of scholarship, research, and other educational purposes.

Member Institutions and Authorized Users may make the results available for use by others, so long as the purpose is not to create a product for use by third parties that would substitute for the Licensed Materials.

If Licensee, Member Institution, or Authorized User request the Licensor to deliver or otherwise prepare copies of the Licensed Materials for text and data mining purposes, any fees charged by the Licensor shall be solely for preparing and delivering such copies on a time and materials basis.

5.4 LOCAL LOADING AND LOCAL / ALTERNATE HOSTING. Licensor and Licensee agree to negotiate in good faith a separate agreement with a Member Institution or a duly authorized representative (e.g. a Consortium acting on behalf of the Member Institution), at any point in the term of this Agreement, for perpetual local loading and alternate hosting of the Licensed Materials on the Member Institution's server or a third-party server, as designated by the Member.

5.5 NOTICE OF UNAUTHORIZED USE OR BREACH. Upon becoming aware of any unauthorized use or other breach, the Licensor, Licensee, and Member will inform the others and take reasonable and appropriate steps to both ensure that such activity ceases and to prevent any recurrence. The Licensor, Licensee, and Member Institution agree to cooperate in good faith and to provide sufficient exchange of information to prevent any further unauthorized use.

Licensor reserves the right to temporarily suspend any Member Institution's access to Licensed Materials for infringement of Licensor's intellectual property rights in the Licensed Materials or for a breach of the terms of this Agreement that threatens either the performance or security of the Platform.

In the event of any substantial unauthorized use of the Licensed Materials by an Authorized User:

(a) Licensor may terminate such Authorized User's access to the Licensed

Materials.
(b) Licensor may temporarily suspend access through the Internet Protocol ("IP") addresses from which such unauthorized use occurred, limited to the specific IP address or subnet from which the use occurred or
(c) Licensee or Member Institutions shall terminate such Authorized User's access to the Licensed Materials upon Licensor's request.

Licensor shall take none of the steps described in this paragraph without first providing written notice to both Licensee and the relevant Member Institution. The Licensor shall forthwith restore access to the Member Institution upon receipt of notice that such activity has ceased and that the Member Institution has made reasonable efforts to protect against recurrence of such activity. Termination of the Agreement due to breach shall be governed by **9.4** [Termination for breach of Agreement].

6. LICENSOR'S RESPONSIBILITIES

6.1 **ACCESS CHANGES TO LICENSED MATERIALS**. The Licensor shall provide 60 days' notice to the Licensee prior to the renewal date if the method of access moves to platforms or products that require Authorized Users to create accounts through any third-party vendor or social media site. If the new access method does not meet the privacy standards of a Member Institution or violates any laws relating to Privacy and Personal Information and the Licensor is not able to provide an identical alternative for Authorized Users to access and use the Licensed Materials, Licensee may terminate this Agreement. Each Member Institution shall be entitled to a refund of any License Fees or pro-rata portion for the remaining balance of the then-current Subscription Period as outlined in **9.3** [Refund Early Termination].

6.2 **ACCESSIBLE FORMATS**. Licensor shall conform to the ISO Standard (ISO/IEC 40500:2012) and any subsequent updates based on the World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 and comply with applicable Canadian laws relating to accessibility to ensure that the Licensed Materials are accessible to all Authorized Users. If Licensed Materials are not in Accessible Format, **3.2** [Alter or modify] will apply.

6.3 **ADDITION TO THE LICENSED MATERIALS**. Licensor reserves the right to add new materials to the Licensed Materials. Licensor shall give written notice to Licensee of such new materials. Any fees arising from the addition of new materials, not otherwise contemplated in **Schedule 1,** to be added from time to time, shall be the subject of negotiation and Licensor and Licensee must mutually agree and consent to any increase (if any) in the License Fees for subsequent years arising from the addition of new materials as Licensed Materials.

6.4 **ARCHIVING AND PRESERVATION**. Licensor will make available a digital archive of the Licensed Materials on its servers, or on the servers of a mutually agreeable third party ("Archive") and inform the Licensee on which of the archiving services the archive may be found. The Archive will be maintained in perpetuity, with their format converted from time to time as appropriate if the technology used for storage or access changes. Licensor will make reasonable efforts to ensure that files are being retained simultaneously in several formats., The parties agree that where the Archive cannot be maintained for any reason, **2.2** [Perpetual Access] and **9.6** [Continued Access to Licensed Materials] shall apply and the Licensee is entitled to access the archive from the third-party archiving service to fulfill Perpetual Access rights.

6.5 **ASSURANCE OF COMPLETENESS AND QUALITY OF CONTENT.** The content of the Licensed Materials shall not normally contain less material than in any equivalent print editions, where applicable, or the equivalents of the Licensed Materials provided on Licensor's digital platform. Any exceptions shall be identified in **Schedule 1** and agreed upon in advance by both Licensor and Licensee.

6.6 **AVAILABILITY OF LICENSED MATERIALS**. Upon the Effective Date, Licensor shall make the Licensed Materials available to Licensee. The Licensee shall provide to the Licensor information sufficient to enable the Licensor to provide access to the Licensed Materials. Should the Members make any significant change to such information, such as IP ranges, the Licensee shall use reasonable efforts to notify the Licensor in a timely manner.

6.7 **BRANDING**. Licensor shall ensure that Licensed Materials be able to be branded with the name of the institution on the homepage of the product, or otherwise as agreed, to publicize the acquisition to Authorized Users.

6.8 **"CLICK-THROUGH" LICENSE TERMS**. This Agreement and attached Schedule(s) signed by Licensor and Licensee shall comprise the complete terms and conditions of use. If Licensor uses a "click-through" license for end users, Licensor shall provide Licensee with notice of and an opportunity to comment on such terms. In the event of any conflict between the 'click-through' terms and this Agreement, the terms of this Agreement shall prevail.

6.9 **DIGITAL RIGHTS MANAGEMENT TECHNOLOGY**. If Licensor utilizes any type of Digital Rights Management Technology ("DRM") to control the access to usage of Licensed Materials, Licensor agrees to notify the Licensee of the name, contact information and any technical specifications for the DRM utilized. In no event may such DRM be used in such a way as to limit the usage rights of a Member Institution, or any Authorized User as specified in this Agreement or under applicable law.

6.10 **DIGITAL WATERMARKING TECHNOLOGY**. If Licensor utilizes any type of Digital

Watermarking Technology for any element of the Licensed Materials, Licensor agrees that watermarks or other notices will not be visible to the human eye or if visible, will not degrade the quality of the presentation of the document. These watermarks or other notices shall not contain information pertaining to Authorized Users, including account numbers or IP addresses. If Digital Watermarking Technology is used, Licensor agrees to notify the Licensee, in advance, of the name, contact information, and any technical specifications for the technology.

6.11 **DISCOVERY SERVICES**. Licensor agrees to provide third-party vendors of Discovery Services, on an ongoing and timely basis, with as comprehensive content for indexing as possible, including citation metadata (including subject heading and keywords), abstracts, and full text, to facilitate optimal discovery of the Licensed Materials for the benefit of Authorized Users.

6.12 **FORMAT DELIVERY**. It is recognized that the interoperability of the Licensed Materials with new types of format delivery and accessible formats, will enhance the usability and value of the content for all types of users. Licensor will provide the Member Institutions and their Authorized Users with access to content in all available formats, including any newly developed and available delivery format during the term of this Agreement, for no additional fee. Licensor will make reasonable efforts to ensure the content and metadata provided complies with current recognized international standards. Licensor agrees to make reasonable efforts to comply with the Web Consortium Web Content Guidelines (http://www.w3.org/Consortium). If Licensor develops new delivery or download formats that are accessible by mobile devices during the term of this Agreement, this service shall be made able available to Member Institutions and Authorized Users at no additional charge.

6.13 **LOSS OF OWNERSHIP OF LICENSED MATERIAL**. Without limiting Licensor's other obligations under this Agreement, in the event that ownership of all or any part of the Licensed Material is sold by Licensor or otherwise transferred to a third party, Licensor will use all reasonable efforts to retain a non-exclusive copy of the affected Licensed Materials and make them available free of charge through Licensor's server or by supplying such material free of charge to Licensee in accordance with the procedure described in **9.6** [Continued Access to Licensed Materials]. Where Licensor cannot provide a non-exclusive copy, Licensor shall make a pro rata refund of the License Fee to Licensee, taking into account the amount of material lost and the remaining unexpired portion of the Subscription Period. Licensor will support and practice the TRANSFER code of practice (www.uksg.org/Transfer/Code).

6.14 **MARC RECORDS**. When applicable to the Licensed Materials, Licensor shall provide full OCLC-quality batched sets of MARC records at no additional cost by the date of the execution of this License Agreement. Updates to existing records and new title records, matching the schedule of release and delivery of new publications, will be

provided on a mutually agreed-upon schedule and in a format that renders them useful to the Licensee and Members. Licensor shall also transfer full OCLC-quality KBART record sets to OCLC at no additional cost by the date of the execution of this License Agreement.

6.15 **OPEN ACCESS REVENUE**. If Licensor offers a for-pay Open Access option to its authors, Licensor agrees to annually review the number of Open Access articles published in the Licensed Material under the Open Access option and decrease license fees accordingly.

6.16 **QUALITY OF SERVICE**. Licensor shall use reasonable efforts to ensure that Licensor's servers have sufficient capacity and rate of connectivity to support the usage of Licensee at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Agreement.

Licensor shall use reasonable efforts to make the Licensed Materials available to Licensee at all times and on a twenty-four-hour basis, save for routine maintenance periods (for which Licensor shall notify Licensee in advance wherever possible), and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service. Scheduled down-time will be performed at a time designed to minimize inconvenience to Licensee with advance notice. Other than for routine maintenance, it is expected that the service will be available on average 98% of the time or better.

If the Licensed Materials fail to operate in conformance with the terms of this Agreement, Licensee shall immediately notify Licensor, and Licensor shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. If Licensor fails to repair the nonconformity in a reasonable time, Licensor shall make appropriate restitution, such as providing a special discount equivalent to the amount of the excessive downtime to the product on the next renewal, extending the license term, or providing a refund. Persistent failure to comply with the provisions set forth in this Agreement may be treated as a breach of this Agreement in accordance with **9.4** [Termination for breach of Agreement].

6.17 **SIMULTANEOUS ACCESS.** Licensor shall make available the Licensed Materials simultaneously with, or previous to, the publication of any print version. If, for any reason, simultaneous access is not possible, each exception shall be identified in **Schedule 1**, together with such reasons.

6.18 **TITLE LISTS**. Licensor shall provide to the Licensee either 60 days before the renewal of the subscription period, in KBART-compliant format as appropriate, an itemized title list that specifies the Licensed Materials accessible to the Member Institutions for

the upcoming term or the upcoming calendar year. Licensor shall provide such title lists to third-party vendors of Knowledge Bases on an ongoing and timely basis. Entitlement title lists for each Member Institutions can be provided in **Schedule 2** and Title lists can be provided as **Schedule 3,** where appropriate.

6.19 TRAINING AND SUPPORT. Licensor will offer installation support, including assistance with the implementation of any Licensor software. Licensor will provide appropriate training to Licensee staff relating to the use of the Licensed Materials and any Licensor software. Licensor will offer reasonable levels of continuing support to assist Licensee in use of the Licensed Materials. Licensor will make its personnel available by email, phone or via the Web, or in person during regular business hours of the Licensor's time zone, Monday through Friday, for training and user access support. Licensor will provide and maintain help files and other appropriate user documentation in connection with the use of and access to Licensed Material.

6.20 USAGE DATA. Licensor will collect usage data according to the most recent release of the Project COUNTER Code of Practice or agreed-upon alternate format as appropriate for the Licensed Materials. Such usage data shall be compiled in a manner consistent with applicable privacy and data protection laws, and the anonymity of individual users and the confidentiality of their searches shall be fully protected. Usage Data will be provided as requested by Licensee. Monthly reports compiled for the subscription term will be required as part of the renewal process. Licensor agrees to compile combined statistics of all Member Institutions on request.

6.21 WITHDRAWAL OF LICENSED MATERIALS. Licensor reserves the right at any time to withdraw from the Licensed Material any item or part of an item for which it no longer retains the right to publish and for which Licensor has been unable to meet the requirements of **6.4** [Archiving and Preservation] and **6.3** [Addition to Licensed Materials], or any item or part of an item for which Licensor has legal grounds to allege infringement of copyright or defamation. Licensor shall give written notice to Licensee of such withdrawal. If the withdrawn material represents more than five per cent (5%) of the Licensed Material then available under this Agreement, Licensor shall make a pro rata refund of part of the License Fee to Licensee, taking into account the amount of material withdrawn and the remaining unexpired portion of the Subscription Period. Withdrawal of Licensed Materials from Servers shall be governed by the provisions set out by **5.4** [Local Loading and Local / Alternate Hosting]. If the modification results in the content being no longer useful to Member Institutions, the Licensee and Member Institutions may within thirty (30) days of such notice treat such changes as a breach in accordance with **9.3** [Termination for breach of Agreement]. If any Licensed Materials are permanently removed from Licensor's servers, Licensor shall make a permanent note or mark indicating that the Licensed Materials were removed and providing sufficient explanation as to the reasons for its removal.

7. LICENSEE'S RESPONSIBILITIES

The Licensee and each Member Institution shall provide:

7.1 **NOTICE OF LICENSE TERMS TO AUTHORIZED USERS**. Licensee and Member Institutions shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.

7.2 **NOTICE OF INTELLECTUAL PROPERTY RIGHTS**. Licensee and Member Institutions shall use reasonable efforts to ensure that all Authorized Users are aware of the importance of respecting the intellectual property rights in the Licensed Materials.

7.3 **PROTECTION FROM UNAUTHORIZED USE**. The Licensee and Member Institutions shall use reasonable efforts to protect the Licensed Materials from any use that is not permitted under this Agreement. Notification shall be governed by **5.5** [Notice of unauthorized use or breach].

8. FEES

8.1 **PAYMENT**. In consideration for Licensor's licensing of the Licensed Material listed in the attached Schedule(s), Licensee and Member Institutions agree to pay Licensor fees in accordance with the provisions of **Schedule 1**. For the avoidance of doubt, the Fee shall be exclusive of any sales, use, value added, or similar taxes and the Licensee shall be liable for any such taxes in addition to the Fee.

8.2 **FEE ADJUSTMENTS**. Fee may be amended from time to time by agreement between the Licensor and Licensee. Adjustments to the Fee may also occur as a result of clauses elsewhere in this Agreement and shall be made at the time of annual invoicing within a term, or at renewal or termination.

8.3 **INVOICES**. Payment to Licensor shall be due sixty (60) days after receipt of the invoice. Invoices shall be sent to Licensee no later than sixty (60) days before the payment schedule due dates as outlined in Schedule 1. In the event that the invoice is received by Licensee less than sixty (60) days before the due dates as set out in the payment schedule, payment to Licensor will be due sixty (60) days after receipt of the invoice.

9. TERM AND TERMINATION

9.1 **TERM AND RENEWAL**. This Agreement shall commence at the beginning of the term for each of the Licensed Materials as set out in **Schedule 1** or in new Schedules that may be added subsequently. This Agreement shall be renewable at the end of the

current term if agreed in writing by both parties prior to the termination of this Agreement. On termination all rights and obligations of the parties automatically terminate except for obligations in respect of Licensed Materials to which access continues to be permitted as provided in **2.2** [Perpetual Access].

9.2 FUNDING CONTINGENCY. The performance of an Institutional Member of their obligations under a multi-year subscription shall be subject to and contingent upon the availability of funds provided, allocated, or allotted in institutional budgets for the purpose of the Agreement for the current and future license term. If funding of a Member Institution is materially reduced and Member Institution thereby becomes unable to pay future amounts payable pursuant to this Agreement, Member Institution may give Licensor written notice of termination and this Agreement shall terminate effective the expiration of any prepaid 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. The termination of participation by any Member Institution will not constitute a default or a termination of participation of any other Member Institutions under this Agreement and shall not be grounds for any increase in fees payable by other Member Institutions. On termination all rights and obligations of the parties automatically terminate except for obligations in respect of Licensed Materials to which access continues to be permitted as provided in **2.2** [Perpetual Access].

9.3 TERMINATION FOR BREACH OF AGREEMENT. Upon becoming aware of a breach of Agreement Licensor, Licensee, and Member Institution agree to cooperate in good faith, governed by **5.5** [Notice of unauthorized use or breach]. Either party may provide notice in writing to the other party if the other party has materially breached any obligations under this Agreement. The breaching party shall have 60 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been affected. If the breach is not cured within the 60-day time period, the non-breaching party shall have the right to terminate this Agreement upon written notice.

If this Agreement is terminated for breach of agreement, the Licensee, at its option and on notice to Licensor, may at no additional charge extend the date of termination of this Agreement by the later of:

(a) 30 days;
(b) the remaining days in the term up to 90 days, provided that the Licensee has remedied any material breaches giving rise to the termination; or
(c) the time in which any Licensed Materials were not provided or were inaccessible, in material breach by Licensor of this Agreement.

9.4 **TERMINATION FOR LICENSOR INSOLVENCY**. The Licensee may terminate this Agreement by notice to the Licensor if the Licensor becomes insolvent, admits insolvency or a general inability to pay its debts as they become due, has appointed a receiver or administrative receiver over it or over any part of its undertaking or assets, passes a resolution for winding up other than a bona fide plan of solvent amalgamation or reconstruction, files a petition for protection under any applicable bankruptcy code, or has filed against it or becomes subject to an insolvent petition in bankruptcy or an order to that effect.

9.5 **REFUND EARLY TERMINATION**. In the event of early termination, permitted by this Agreement, the Licensee shall be entitled to a refund of any License Fees or pro-rata portion thereof paid by the Licensee for the remaining balance of the then-current Subscription Period. This Clause is invalid if the Licensee commits a willful, material and consistent breach of the terms of this Agreement and fails to remedy the breach within sixty (60) days of notification by Licensor.

9.6 **CONTINUED ACCESS TO LICENSED MATERIALS**. Without limiting its obligations under this Agreement, Licensor represents, warrants and covenants that, in the unlikely event that it cannot assume the responsibility for maintaining the Archive pursuant to **6.4** [Archiving and Preservation], or if Licensor ceases doing business or otherwise cannot honour the terms of this Agreement, Licensor will undertake one of the following courses of action: (a) transfer the Archive to one or more third parties mutually acceptable to both Licensor and Licensee, where perpetual access may be maintained pursuant to **2.2** [Perpetual Access] or (b) supply Licensee with a machine-readable, DRM-free, digital copy of the Licensed Materials in a mutually acceptable format. Licensee is authorized to make such further copies in perpetuity as it may deem necessary for purposes of archival preservation, refreshing, or migration, including migration to other formats, so long as the purpose of such copying is solely for continued use and/or archival retention of the data and does not violate or extend the use rights contained in this Agreement.

10. GENERAL

10.1 **WARRANTY AND INDEMNIFICATION.** The Licensor warrants that it holds the rights granted under this Agreement and that the Licensed Materials used in accordance with this Agreement do not infringe the copyright or any other proprietary or intellectual property rights of any person. The Licensor indemnifies and holds the Licensee harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against the Licensee or any of its Members claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of this License for any reason.

10.2 **LIMITATIONS ON WARRANTIES**. Neither Party shall be liable for any indirect, special,

incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of this Agreement, or the use of or the inability to use the Licensed Materials. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trade-mark rights, moral rights, or the disclosure of confidential information.

Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including any and all implied warranties of quality, performance, merchantable quality or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus or other such malicious computer program. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

10.3 **ENTIRE AGREEMENT**. This Agreement and attached Schedule(s) constitute the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written, including any online Terms and Conditions of use.

10.4 **AMENDMENT**. Alterations to this Agreement are only valid if they are recorded in writing and signed by both parties. Updated Schedules, dated to reflect renewal of term fees and member participation details, to the original License, may be agreed upon in writing without signatures.

10.5 **ASSIGNMENT**. This Agreement may not be assigned by either party to any other person or organization without the prior written consent of the other party, nor may either party sub-contract any of its obligations, except as provided in this Agreement in respect of the management and operation of the Server and the Licensor's Representative, without the prior written consent of the other party, which consent shall not unreasonably be withheld. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties.

10.6 **EXECUTION**. This License Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by mail or electronic means are effective to the same extent as original signatures.

10.7 **NOTICES.** Any notices to be served on either of the parties or on a Member by the other shall be sent 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.

10.8 **FORCE MAJEURE**. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder 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, terrorism, insurrections, strikes or other work stoppages, or any other cause beyond the reasonable control of the party whose performance is affected.

10.9 **WAIVER**. Either party's waiver or failure to require performance by the other, of any provision of this Agreement will not affect its full right to require such performance at any subsequent time or be taken or held to be a waiver of the provision itself.

10.10 **SEVERABILITY**. If any provision of this Agreement is found invalid or unenforceable pursuant to a decree or decision of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable according to its terms.

10.11 **DISPUTE RESOLUTION**. If the parties disagree over an interpretation of this Agreement or whether a party is in breach of any part of this Agreement, the parties shall in good faith enter into negotiations to resolve the disagreement by mediation or other means short of litigation. The parties shall cooperate in good faith in pursuing mediation or such other means.

10.12 **GOVERNING LAW**. This Agreement shall be governed by and construed in accordance with the laws of the province of Nova Scotia, and the laws of Canada applicable therein, including the applicable provincial laws regarding Freedom of Information and Protection of Privacy, and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the courts of Nova Scotia and Canada.

11. DEEMED MEMBER BENEFIT.

Licensor represents and warrants that all benefits, warranties, and other terms and conditions with the Licensee of this Agreement are and will continue to be no less favorable than those currently being, or which will be offered by the Licensor to Member Institutions directly on their own Agreements. Member Institutions may elect to use this License for their own direct agreements.

12. MOST FAVOURED CUSTOMER.

Notwithstanding any other provision to the contrary, all the benefits, pricing and any hourly

rates granted by Vendor to CAAL-CBPA herein are at least as favourable as the benefits, pricing and hourly rates granted by Vendor to any previous client of Vendor for services and/or products similar to those provided hereunder. If Vendor enters into any subsequent agreement with any other client during the term of this contract which provides for benefits, pricing and/or hourly rates that are more favourable than those contained in this contract, Vendor shall notify CAAL-CBPA promptly of the existence of such more favourable benefits, pricing and/or hourly rates and CAAL-CBPA shall have the right to receive the more favourable contractual terms immediately. If requested in writing by CAAL-CBPA, Vendor hereby agrees to amend this contract to contain the more favourable benefits, pricing and/or hourly rates.

13. CONSORTIAL OFFER.

Any Member Institution may participate in the consortial offer, at any time during the term of this Agreement, even if the Member Institution already subscribes under different terms than those outlined in this Agreement. In such an event, and at the request of the Licensee, the Member Institution will become a Participating Member Institution under the terms of this Agreement at the end of their current term. Terms offered to the Consortia shall be no less favorable then those offered to the Member Institution directly. Licensor will prorate fees for Member Institutions that join this Agreement after the start date of the term beginning on the first day that the Licensed Materials are made available to the Member Institution under this Agreement and expiring on the end date of the term.

AS WITNESSED by the signatures of the parties on the day and year noted below.

Accepted:

FOR LICENSOR	**FOR CAAL-CBPA**
Name	Name
Title	Executive Director
Signature	Signature
Date	Date

SCHEDULE 1 BUSINESS

TERMS

This Schedule 1 is dated_____to the Agreement dated_____between [name of Licensor] and the Council of Atlantic Academic Libraries / Conseil des bibliothèques postsecondaires de l'Atlantique (CAAL-CBPA).

Name and Description of Licensed Material (Use Schedule 2 to provide entitlement details per participating Member Institution).

Term of Agreement: (start and end dates):

License Type

- ☐ Perpetual Access to full content after cancellation with no maintenance fees
- ☐ Perpetual Access to full content after cancellation with maintenance fees
- ☐ Limited Perpetual Access to content after cancellation (provide details)
- ☐ Subscription without continued access after cancellation

Total Fee (member fees listed on Schedule 2)

- ☐ USD $
- ☐ CAD $
- ☐ Other
- ☐ Tax added to invoice?
  - ☐ Yes
  - ☐ No

Payment Schedule (member fees listed on Schedule 2)

- ☐ One-time purchase
- ☐ Annual renewal
- ☐ Annual maintenance fee
- ☐ Multi-year payment (provide details)

Consortia Pricing Model:

- ☐ Per FTE
- ☐ FTE tiers
- ☐ Per relevant FTE
- ☐ Flat fee
- ☐ Lump sum
- ☐ Other (provide details)

Access via:

☐ Vendor platform: (URL)

☐ Other: (details)

Concurrent access:

☐ Unlimited

☐ Limited: (enter details)

Authentication methods supported:

☐ IP recognition

☐ Open Athens

☐ Shibboleth

☐ Single-sign on

☐ Individual username/password

☐ Institutional username/password

☐ Other: (specify)

Additional License Rights or Restrictions:

☐ Authorized Users

☐ Accessibility

☐ Course packs/electronic reserve/virtual learning

☐ Data and text mining

☐ Author's right to use their own work

☐ Other

SCHEDULE 2

MEMBER INSTITUTIONS and LICENSED

MATERIALS

This Schedule is dated_____to the Agreement dated _____between [name of Licensor] and the Council of Atlantic Academic Libraries / Conseil des bibliothèques postsecondaires de l'Atlantique (CAAL-CBPA).

This schedule lists the Licensed Materials for each participating Member institution. Any Exceptions to completeness of content to the print should be indicated.
IP Addresses are available on the CAAL-CBPA Website.
Please provide Schedule 3, Title lists, as appropriate.

Member Institution	Licensed Materials	Fees

AS WITNESSED by the signatures of the parties on the day and year noted below.

Accepted:

FOR LICENSOR	**FOR CAAL-CBPA**
Name:	Name:
Title:	Title: Executive Director
Signature:	Signature:
Date:	Date: