

Ontario Colleges Library Service

Licence Agreement for Electronic Products

THIS AGREEMENT is made the [#] day of [month, year] (the “Effective Date”)

BETWEEN: [name of Licensor] of [full address] (herein referred to as the “Licensor”)

AND: Ontario Colleges Library Service of 74 Gervais Drive, Toronto, ON M3C 1Z3 CANADA (herein referred to as the “Licensee”).

Licensee, as the authorized representative and agent for the Colleges of Applied Arts and Technology (“Colleges”) operating under the Ontario Colleges of Applied Arts and Technology Act, 2002, is authorized to act for and sign this Agreement on behalf of a group of Participating Institutions represented by the Ontario Colleges Library Service hereinafter known as the “Participating Institutions.” Rights and responsibilities referenced in this Agreement in regard to Licensee shall apply to all Participating Institutions covered under this Agreement; however, Licensee is responsible only for fulfillment of its individual responsibilities under this Agreement. Neither Licensee nor any of the other Participating Institutions, including Authorized Users, shall be liable for any breach or default of another Participating Institution, including Authorized Users. Participating Institutions are listed in Schedule 1.

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, or physical disabilities, and is usable with assistive devices, such as screen readers and screen reading software. Such formats will comply with accessibility laws within Canada, including the Information and Communication Standards of Ontario Regulation 191/11, the Accessibility for Ontarians with Disabilities Act (AODA), and the Copyright Act of Canada.
Authorized User	<ol style="list-style-type: none">All full-time and part-time students of the Participating Institution, regardless of their physical location;All full-time and part-time employees (including permanent, temporary, contract, or visiting) of the Participating Institution, including retired faculty and staff with emeritus or equivalent status, affiliated researchers, and independent contractors associated with the Participating Institution, regardless of their physical location;All registered patrons, valid ID holders, or other persons affiliated with the Participating Institution, regardless of their physical location;Patrons not affiliated with the Participating Institution, who are

physically present at Participating Institution's sites ("Walk-In Users"). For the avoidance of doubt, walk-in use is intended for individual users, not as a substitution for a licence by another institution or organization.

Additional groups of Authorized Users (for example, Participating Institution alumni) may be included, as where and to the extent set out in Schedule 1.

Click-Through Licence

Terms and conditions relating to Licensed Material that the Licensor requires Authorized Users to accept by clicking a button or hyperlink in order to gain access.

Commercial Use

Use of Licensed Material for the purpose of monetary reward (whether by Participating 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 by the Participating Institution from Authorized Users, nor the use of Licensed Material by the Participating 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 in order to be registered with the Participating Institution is deemed to be Commercial Use.

Course Pack

A collection or compilation, in print or electronic form, of materials (e.g. book chapters, journal articles) assembled by staff of a Participating Institution for use by students in a class for the purpose of instruction. For the avoidance of doubt, the sale of Course Packs to students on a cost recovery basis is not deemed to be Commercial Use.

Discovery Services

User interface and search systems for discovering and displaying content from local, database, and web-based sources.

Digital Rights Management (DRM)

Access control technologies that are used to limit the use of digital content and devices in online or offline 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.

Electronic Learning Environments

Electronic systems, such as course management systems, on a Participating Institution's Secure Network for use by Authorized Users in connection with specific courses of instruction offered by a Participating Institution.

Electronic Reserves	Electronic copies of Licensed Material (e.g. book chapters, journal articles, abstracts) made and stored on the Secure Network pursuant to Section 4.7 [Course Packs / Electronic Reserves / Electronic Learning Environments] by Participating Institutions for use by Authorized Users in connection with specific courses of instruction offered by Participating Institutions to such Authorized Users.
Interlibrary Loan	A transaction in which Licensed Material, or a copy of Licensed Material, is made available by Participating Institution to another institution upon request.
Licensed Material	The electronic material as set out in Schedule 1 or in new schedules to this Agreement that may be agreed to by the Licensee and Licensor from time to time.
Participating Institution(s)	The institution(s) licensing the Licensed Material under this Agreement as listed in Schedule 1.
Perpetual Access	Provisions in this Agreement for continuation of access, archiving and use of Licensed Material that shall survive any termination of this Agreement and ensure continued access consistent with current recognized standards in the publishing industry.
Persistent Link	An Internet address (URL) that links directly to Licensed Material and that remains unchanged over time.
Scholarly and Educational Uses	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 Authentication	The process whereby Authorized Users are authenticated by providing a set of institutional credentials to allow access to Licensed Material when not physically present at Participating Institution sites or to Licensed Materials made available on Secure Networks, including but not limited to Electronic Learning Environments or Electronic Reserves. For the avoidance of doubt, Walk-In Users are not eligible for Secure Authentication.
Secure Network	A computer network that is only accessible to Authorized Users via Secure Authentication.
Term of Agreement	The subscription period as indicated in Schedule 1.

2. LICENCE GRANT

2.1 **GENERAL.** Licensor hereby grants to Licensee (which to be clear includes Participating Institutions and Authorized Users), subject to and in accordance with the terms and conditions of this Agreement, a non-exclusive, worldwide, and non-transferable right to permit Participating Institutions and Authorized Users to access and use the Licensed Material for the purposes of research, teaching, private study, education, distance learning, administrative use, and other Scholarly and Educational Uses consistent with the normal practices and activities of the Licensee and Participating Institutions. Notwithstanding any other provisions of this Agreement, nothing shall in any way restrict or limit the ability of Participating Institutions or Authorized 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. FEES

3.1 **FEES.** In consideration for Licensor's licensing of the Licensed Material listed in the attached schedule(s), Licensee and Participating Institutions agree to pay Licensor fees in accordance with the provisions of Schedule 1.

3.2 **NOTICE OF PRICE INCREASES.** Licensor shall provide Licensee with a price list for all Licensed Materials no less than sixty (60) days prior to the end of the current Term of Agreement.

4. PERMITTED USES

Participating Institutions and Authorized Users may use the Licensed Material as follows:

4.1 **ACCESS AND USE.** Access and use the Licensed Material from the premises of the Participating Institution, or remotely via Secure Authentication using access methods specified in Schedule 1, in order to search, retrieve, download, print, save, display, and view the Licensed Material.

4.2 **PERSISTENT LINKS.** Create and distribute to Authorized Users Persistent Links to individual items within the Licensed Material.

4.3 **INTERLIBRARY LOAN.** Loan, by paper or electronic means, a single copy of an individual document in compliance with the Canadian Copyright Act. The electronic form of the Licensed Material may be used as a source for Interlibrary Loan in accordance with Canadian and relevant international copyright laws and standard library Interlibrary Loan procedures.

4.4 **SCHOLARLY SHARING.** Transmit to a third-party colleague, in print or by electronic means, reasonable amounts of the Licensed Material for personal use or for scholarly, educational, scientific, research, or professional use.

4.5 **ACADEMIC RESEARCH AND TEACHING.** Incorporate limited parts of the Licensed Material in print or electronic form in materials prepared by Authorized Users for Scholarly and Educational Uses, including projects, exercises, assignments, portfolios, theses, dissertations, teaching materials, tests, presentations, and lectures. For 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.

- 4.6 **ACCESSIBLE FORMATS.** Alter or modify the format of the Licensed Material as necessary to provide an equivalent level of service to Authorized Users with appropriately documented disabilities, in compliance with the Accessibility for Ontarians with Disabilities Act (AODA) and the Copyright Act of Canada.
- 4.7 **COURSE PACKS / ELECTRONIC RESERVES / ELECTRONIC LEARNING ENVIRONMENTS.** Incorporate parts of the Licensed Material in print or electronic Course Packs, Electronic Learning Environments, and/or Electronic Reserve collections, for use in the course of instruction. Each item shall carry appropriate acknowledgement of the source. Course Packs in alternate formats, such as Braille, may also be offered to Authorized Users that require Accessible Formats.
- 4.8 **CLASSROOM HANDOUTS.** Distribute single copies of individual items of the Licensed Material in print or electronic form to Authorized Users in a class at a Participating Institution for teaching purposes.
- 4.9 **DISCOVERY SERVICES.** Connect the Licensed Material to the Participating Institution's Discovery Services, when technically able to do so, in order to facilitate optimal discovery of the content for the benefit of Authorized Users.
- 4.10 **DATA AND TEXT MINING.** Conduct research employing data or text mining of the Licensed Material and disseminate results publicly for non-commercial purposes. For the avoidance of doubt, the Authorized Users will not attempt to access, use, modify, copy, reverse engineer, or otherwise derive the source code of the Licensed Material.
- 4.11 **TRAINING AND MARKETING MATERIALS.** Display, download, or print the Licensed Material, including screenshots, for the purpose of internal marketing or testing or for training Authorized Users.

5. PROHIBITED USES

- 5.1 **UNAUTHORIZED USE.** Except as otherwise explicitly permitted under the terms of this Agreement, Participating Institutions shall not knowingly permit anyone other than Authorized Users to use the Licensed Material.
- 5.2 **COMMERCIAL USE.** Licensee, Participating Institution, and Authorized Users may not use all or any part of the Licensed Material for any Commercial Use without the Licensor's explicit permission.
- 5.3 **SUBSTITUTION FOR LICENCE.** No provision of this Agreement is intended to provide such substantial use as to constitute a substitution for an institutional licence by a third-party institution.
- 5.4 **REMOVAL OF COPYRIGHT OR TRADEMARK.** Participating 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 Material.

- 5.5 **SYSTEMATIC DOWNLOADING.** Except as permitted under Section 4.10 [Data and Text Mining], Participating Institutions and Authorized Users shall not systematically make print or electronic copies of an excessive number of extracts of the Licensed Material, undertake systematic or cumulative downloading of the Licensed Material, 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 Material for any purpose.

6. LICENSOR'S UNDERTAKINGS

Licensor shall:

- 6.1 **ACCESS.** Upon the first day of the Term of Agreement, make the Licensed Material available to Participating Institutions.
- 6.2 **DOWNTIME.** Warrant to Licensee and the Participating Institutions that the total downtime directly attributable to the server supporting the Licensed Material will amount to less than the equivalent of one full day in any given calendar month. In the event that the total downtime exceeds this amount, Licensor will 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 licence term, or providing a refund.
- 6.3 **ADDITIONS, DELETIONS, AND MODIFICATIONS.** Give prompt notice to Licensee and the Participating Institutions of any additions to, modifications to, or deletions of the Licensed Material. Failure by Licensor to provide such reasonable notice shall be grounds for immediate termination of the Agreement by Licensee and the Participating Institutions. If any modifications render the Licensed Material less useful to the Participating Institutions, Licensee and the Participating Institutions may treat such modifications as a material breach under sections 9.2 [Breach of Agreement] and 9.3 [Early Termination] of this Agreement.
- 6.4 **NOTICE OF USE OF DIGITAL RIGHTS MANAGEMENT TECHNOLOGY.** In the event that Licensor utilizes any type of Digital Rights Management technology to control access to or usage of Licensed Material, Licensor agrees to notify Licensee of the name, contact information, and any technical specifications for the Digital Rights Management technology utilized. In no event may such Digital Rights Management Technology be used in such a way as to limit the usage rights of Licensee, Participating Institutions, or any Authorized User as specified in this Agreement or under applicable law.
- 6.5 **NOTICE OF USE OF DIGITAL WATERMARKING TECHNOLOGY.** If Licensor utilizes any type of Digital Watermarking Technology for any element of the Licensed Material, Licensor agrees that watermarks will not be visible to the human eye and will not degrade image quality. These watermarks shall not contain information pertaining to Participating Institutions or Authorized Users such as account numbers or IP addresses. If Digital Watermarking Technology

is used, Licensor agrees to notify Licensee, in advance, of the name, contact information, and any technical specifications for the technology used.

- 6.6 **CONFIDENTIALITY.** Maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided or sold to any third party.
- 6.7 **ACCESSIBLE FORMATS.** 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 Material are accessible to all Authorized Users.
- 6.8 **NOTICE OF TERMS OF CLICK-THROUGH LICENCE TERMS.** In the event that Licensor uses a Click-Through Licence for end users, Licensor shall provide Licensee with notice of and an opportunity to comment on such terms prior to their implementation.
- 6.9 **DISCOVERY SERVICES.** 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.
- 6.10 **OPEN ACCESS OPTION.** In the event that the Licensor offers an open access option to authors, Licensor shall annually review the number of open access articles published in the Licensed Materials under the open access option. For all Licensed Material in which such articles are published, the Licensor will share with the Licensee, on an annual basis, the number and citation of articles published under the open access option by authors affiliated with the Participating Institutions, listed by journal title.
- 6.11 **PERSISTENT LINKS.** Provide a method for Participating Institutions to create Persistent Links to Licensed Material, and assist Participating Institutions in creating such links effectively. Whenever feasible, Licensor will use the OpenURL standard (ANSI/NISO Z39.88) for such links.
- 6.12 **COLLECTION OF USAGE DATA.** Collect usage data according to the most recent release of the Project COUNTER Code of Practice. 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.
- 6.13 **MARC RECORDS.** When applicable to the Licensed Material, provide full OCLC-quality batched sets of MARC records at no additional cost by the Effective Date. 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 Participating Institutions.

- 6.14 **CONSORTIAL OFFER.** In the event that the Licensor makes the Licensed Materials available to any College under better pricing terms than the pricing model in Schedule 2 during the Term of Agreement, the fees otherwise paid or payable by the Participating Institutions pursuant to Schedule 2 will be reduced during the same period to the amount payable by such College and any overpayment during such period resulting from such reduction will be refunded to, or credited against payment obligations of, the Participating Institutions.

Any College may participate in the consortial offer outlined in Schedule 2, at any time during the Term of Agreement, even if the College already subscribes under different terms than those outlined in this Agreement and Schedule 2. In such an event, and at the request of the Licensee, the College will become a Participating Institution under the terms of this Agreement at the end of their current term. Licensor will prorate fees for Participating Institutions that join this Agreement after the start date of the Term of Agreement for a subscription term beginning on the first day that the Licensed Materials are made available to the Participating Institution under this Agreement and expiring on the end date of the Term of Agreement.

7. PARTICIPATING INSTITUTIONS' UNDERTAKINGS

Each Participating Institution shall:

- 7.1 **RESTRICTION OF ACCESS.** Use reasonable efforts to ensure that access is restricted to Authorized Users, and to protect the Licensed Material from any use that is not permitted under this Agreement.
- 7.2 **LICENCE TERMS NOTICE.** Use reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under this Agreement under which access to the Licensed Material is granted.

8. MUTUAL UNDERTAKINGS

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

The Licensor reserves the right to temporarily suspend any Participating Institution's access to the Licensed Material for infringement of the Licensor's intellectual property rights in the Licensed Material or for a breach of the terms of this Agreement that threatens either the performance or security of the Licensed Material. Forthwith, after suspending such access, the Licensor shall issue a notice to the Participating Institution and the Licensee of the breach, specifying the activity of the Participating Institution that caused the breach. The Licensor shall forthwith restore access to the Participating Institution upon receipt of notice that such activity has ceased and that the Participating Institution has made reasonable efforts to protect against recurrence of such activity.

9. TERM AND TERMINATION

- 9.1 **RENEWAL.** This Agreement shall commence on the Effective Date, and shall apply to all Licensed Material for Term of Agreement. Subscriptions as indicated on the attached schedule(s) will automatically terminate at the end of the Term of Agreement unless both parties have previously agreed in writing (including but not limited to email communication) to renew the subscription.
- 9.2 **BREACH OF AGREEMENT.** In the event that either party believes that the other has materially breached any obligations under this Agreement, such party shall notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the 30-day time period, the non-breaching party shall have the right to terminate the Agreement without further notice. This Agreement may also be terminated automatically in the event of the insolvency, bankruptcy, receivership, or similar status of the Licensor. This Agreement may be terminated by the Licensee in the event that the Licensor merges, combines, or amalgamates with another entity or there is some change to control of the Licensor.
- 9.3 **EARLY TERMINATION.** In the event of early termination permitted or required by this Agreement, the Participating Institution shall be entitled to a refund of any fees or pro-rata portion thereof paid by the Participating Institution for any remaining period of the Agreement from the date of termination. This paragraph is invalid if the Participating Institution commits a willful, material, and consistent breach of the terms of this Agreement, and fails to remedy the breach within thirty (30) days of notification by Licensor.
- 9.4 **FUNDING CONTINGENCY.** If funding of the Participating Institution is materially reduced and the Participating Institution thereby becomes unable to pay future amounts payable pursuant to this Agreement, the Licensee and Participating Institution may give the Licensor written notice of termination and this Agreement shall terminate effective the later of: (i) 30 days after the giving of such notice; or (ii) the expiration of any prepaid Term of Agreement.
- 9.5 **NOTIFICATION OF TERMINATION.** Upon termination of this Agreement, the Licensee shall immediately notify the Participating Institutions.
- 9.6 **TERMINATION RIGHTS.** Upon termination, all rights and obligations of the parties automatically terminate except for rights and obligations in respect of Licensed Materials for which Perpetual Access is granted in Schedule 1, rights and obligations in respect of a refund under clause 9.3 [Early Termination], if applicable, and rights and obligations under such other provisions that, by their nature or their terms, survive termination.

10. GENERAL

- 10.1 **WARRANTIES AND INDEMNITY.** Licensor represents, warrants, and covenants that it holds the right to grant the rights granted under this Agreement and that the Licensed Material does not infringe any intellectual property rights of any other person. Licensor indemnifies, defends, and holds Licensee and its Participating Institutions 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 Licensee or any of the Participating Institutions or their Authorized Users claiming actual or alleged infringement of such rights. These representations and warranties and indemnity shall survive the termination of this Agreement for any reason. No limitation of liability set forth elsewhere in this Agreement or elsewhere is applicable to this indemnification.

- 10.2 ENTIRE AGREEMENT. This Agreement signed by Licensor and Licensee shall comprise the complete terms and conditions of use relating to the subject matter hereof, and supersedes all previous agreements, written, oral, or otherwise between the parties with respect to the subject matter hereof. References to “Agreement” throughout this document include all schedules, appendices, and other attachments. In the event of any conflict or inconsistency between the terms of this Agreement, and of any other terms relating to the subject matter hereof, including but not limited to any end-user licence, online licence, and Click-Through Licence, the terms of this Agreement shall prevail and, without limiting the foregoing, the Licensor and Licensee shall not enforce any provisions of any other terms that conflict with this Agreement. Alterations and amendments to this Agreement are only valid if they are recorded in writing and signed by both parties.
- 10.3 PARAMOUNTCY. In the event of any conflict or inconsistency between the terms of the body of this Agreement and any schedules, appendices, or other attachments, such conflict or inconsistency shall be resolved according to the following order of paramountcy:
- (a) The body of this Agreement; and
 - (b) The relevant schedule.
- 10.4 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 subcontract any of its obligations, except as provided in this Agreement in respect of the management and operation of the server and Licensor’s representative, without the prior written consent of the other party, which consent shall not unreasonably be withheld.
- 10.5 NOTICE. Any notices to be served on either of the parties or on a Participating Institution by the other party shall be sent by electronic mail (email), registered mail, courier, or facsimile to the address of the other at its address for service of notices. Any such notice sent by electronic mail shall be deemed to have been given on the day of sending, if sent during business hours and, if not, then on the first business day after the sending thereof. Any such notice sent by registered mail shall be deemed to have been given five (5) days after the date of posting the mail. Any such notice sent by courier or by facsimile shall be deemed to have been given on the date of receipt of the notice as delivered by courier or facsimile.
- 10.6 FORCE MAJEURE. Neither party’s nor the Licensee’s or a Participating Institution’s delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, “denial of service” or similar attacks, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this

Agreement, provided, however, that a party may terminate this Agreement if the force majeure event lasts more than seven days by giving notice to the other party of such termination, in which case the provisions of section 9.3 [Early Termination] shall apply and each Participating Institution shall be entitled to a refund of any fees or pro-rata portion thereof paid by the Participating Institution for any remaining period of the Agreement from the date of the force majeure event/termination.

- 10.7 **WAIVER.** Failure to enforce any provision of this Agreement shall not be construed to be a waiver of such provision.
- 10.8 **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.
- 10.9 **DISPUTE RESOLUTION.** If the parties disagree over an interpretation of this Agreement or whether a party or a Participating Institution is in breach of any part of this Agreement, the parties and any such Participating Institution shall 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 co-operate in good faith in pursuing mediation or other such means.
- 10.10 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario, and the laws of Canada applicable therein. Both 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 Ontario, Canada.

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

Accepted:

FOR THE LICENSOR: [Full Name]

Name: _____

Position / Title: _____

Signature: _____

Date: _____

Address: _____

FOR THE LICENSEE AND PARTICIPATING INSTITUTIONS: Ontario Colleges Library Service

Name: _____

Position / Title: _____

Signature: _____

Date: _____

Address: _____

SCHEDULE 1

Business Terms

This Schedule 1 is dated [date] to the Agreement dated [date] between [name of Licensor] and Licensee and the Participating Institutions of the Ontario College Library Service, as listed below.

Name and Description of Licensed Material: [Please provide full and accurate listing of product contents.]

Licence Type:

- Perpetual Access to full content after cancellation
- Limited Perpetual Access to content after cancellation: [provide details]
- Subscription without continued access after cancellation

Term of Agreement: [enter start and end dates]

Payment Schedule:

- One-time purchase
- Annual renewal
- Maintenance fee
- Multi-year payment

Fee and invoicing: [enter total fee and currency]

For the avoidance of doubt, the fee shall be exclusive of any sales, use, value-added, or similar taxes, and Licensee shall be liable for any such taxes in addition to the fee.

Invoices shall adhere to the following conditions:

- Dated the first day of the Term of Agreement or later.
- Issued no later than February 1st of the fiscal year (April-March) in which access began.
- Payable within a 30-day term or longer.
- Addressed and billed to OCLS: Ontario Colleges Library Service; 74 Gervais Drive, Toronto, Ontario, M3C 1Z3.
- Including explicit reference to the Term of Agreement as defined above.
- Totaling no more than \$150,000 (orders totaling more will be split into separate invoices).

Access:

Access via:

- Vendor platform: [URL]
- Other: [details]

Concurrent access:

- Unlimited

Limited: [enter #]

Authentication method:

- IP recognition
- Individual username/password
- Institutional username/password
- Other: [specify]

Users: (in addition to Authorized Users, as defined in Section 1)

- Alumni
- Additional Groups of Users: [details]

Additional Licence Rights or Restrictions:

[Please provide details on any specifics on the grant of licence or usage rights]

- MARC Records
- Usage Stats
- Other: [details]

Participating Institutions:

[List names of all Participating Institutions participating in this Agreement]

Accepted:

FOR THE LICENSOR: [Full Name]

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSEE AND PARTICIPATING
INSTITUTIONS: Ontario Colleges Library Service

Name: _____

Position / Title: _____

Signature: _____

Date: _____

SCHEDULE 2

Consortial Pricing Model

This Schedule 2 is dated [date] to the Agreement dated [date] between [name of Licensor] and Licensee and the Participating Institutions of the Ontario College Library Service, as listed in Schedule 1.

Model Type:

- Per FTE
- FTE tiers
- Per relevant FTE
- Flat fee
- Lump sum
- Other

Details:

Accepted:

FOR THE LICENSOR: [Full Name]

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSEE AND PARTICIPATING INSTITUTIONS: Ontario Colleges Library Service

Name: _____

Position / Title: _____

Signature: _____

Date: _____

Amendment to Schedule 1

This amendment is effective as of the [] day of [] and is signed in amendment of Schedule 1 to the Agreement made the [] day of [] between [Licensor] and Licensee.

All terms and conditions of the Agreement shall remain in full force and effect, with the addition of the following:

Participating Institutions:

Licensed Material	Participating Institution	Term of Agreement	Fee (Currency)
		[Date] Invoice Total	

Fees outlined above to do not include applicable HST.

Accepted:

FOR THE LICENSOR: [Full Name]

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSEE AND PARTICIPATING INSTITUTIONS: Ontario Colleges Library Service

Name: _____

Position / Title: _____

Signature: _____

Date: _____

Amendment to Schedule 2

This amendment is effective as of the [] day of [] and is signed in amendment of Schedule 2 to the Agreement made the [] day of [] between [Licensor] and Licensee.

All terms and conditions of the Agreement shall remain in full force and effect, with the addition of the following:

Model Type:

- Per FTE
- FTE tiers
- Per relevant FTE
- Flat fee
- Lump sum
- Other

Details:

Accepted:

FOR THE LICENSOR: [Full Name]

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSEE AND PARTICIPATING INSTITUTIONS: Ontario Colleges Library Service

Name: _____

Position / Title: _____

Signature: _____

Date: _____