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[MONTH] [DAY], [YEAR]

THIS LICENSE AGREEMENT IS MADE AS OF the [DAY] day of [MONTH] [YEAR]

BETWEEN

1 **[NAME]** of **[ADDRESS]** ("the Licensor")

and

2 **CANADIAN RESEARCH KNOWLEDGE NETWORK** of 11 Holland Avenue, Suite #411, Ottawa, Ontario, Canada, K1Y 4S1 ("the Licensee")

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

AND WHEREAS the Licensor desires to grant to Licensee and Members of the Consortium the license to use such rights for the Fee, subject to the terms and conditions of this License Agreement,

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this License 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.

Authorized Users

All current students, staff and faculty of a Member (whether full or part-time, permanent, temporary, contract or visiting appointments), and alumni of a Member, regardless of the physical location of such persons. For the avoidance of doubt, Authorized Users include those persons who are granted library user privileges according to the policies of a Member, including but not limited to retired faculty and staff.

Authorized Users also include individual members of the public (walk-in users) while they are physically on the premises of a Member. 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.

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Use of the Licensed Materials for the purposes of monetary reward 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 any Member from Authorized Users, nor use by the Licensee or Authorized Users of the Licensed Materials 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 Member, is deemed to constitute Commercial Use.

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 License 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 a Member for use by students in a class for the purpose of instruction.

Digital Rights Management Technology

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.

Discovery Services

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

Electronic Learning Environments

Electronic systems, such as course management systems, on a Member's Secure Network for use by its faculty, students and staff in connection with specific courses of instruction offered by a Member.

Electronic Reserve

Electronic copies of Licensed Materials (e.g. book chapters, journal articles) made and stored on a Member's Secure Network for use by its students in connection with specific courses of instruction offered by a Member.

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Licensed Materials

The materials as described in Schedule 1 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

Each member of the Consortium, as listed in Schedule 3.

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, an author's employing institution, an academic consortium, a discipline-based entity, or a governmental funding agency.

Perpetual Access

Continued access, archiving and use of Licensed Materials that survives any termination of the License Agreement and ensures continued access consistent with the then current standards in the publishing industry.

Platform

The combined hardware and software used by the Licensor to provide online access to the Licensed Materials.

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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. GRANT OF LICENSE

2.1 GENERAL

The Licensor hereby grants to the Licensee and the Members the non-exclusive, worldwide, and non-transferable right to permit Authorized Users to access the Licensed Materials via a Secure Network using the access methods specified in Schedule 1 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 the Members, subject to the terms and conditions of this License Agreement. Nothing in this License Agreement shall prevent Authorized Users and Members from carrying out acts – and the Licensor agrees not to configure the Platform or take any other actions that would have the effect of preventing Authorized Users and Members from carrying out acts – that are permitted under the Copyright Act of Canada.

2.2 PERPETUAL ACCESS RIGHTS

The Licensor hereby grants to the Licensee and the Members a non-exclusive, royalty-free, perpetual license for Members and their Authorized Users to use, after the termination of this License 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 License Agreement relating to the use of Licensed Materials, including restrictions on use and related liabilities, which provisions shall survive any termination of this License Agreement. The means by which the Members shall have access to such Licensed Materials shall be in a manner and form as specified in clause 10.5 [Termination].

3. PERMITTED USES

3.1 ACCESS AND USE

Members and Authorized Users may access and use the Licensed Materials via Secure Networks in order to search, retrieve, download, display, print, save, and view the Licensed Materials.

3.2 PERSISTENT LINKS

Members may create persistent links to Licensed Materials for access by Authorized Users from within Secure Networks.

3.3 INTERLIBRARY LOAN

Members may provide to a library of a non-Member or directly to a patron of a non-Member, 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.

3.4 SCHOLARLY SHARING

Authorized Users may provide, by paper or electronic means, a single copy of an individual document being part of the Licensed Materials to a colleague who is not an Authorized User for Scholarly and Educational Use, but in no case for Commercial Use.

3.5 ACADEMIC RESEARCH AND TEACHING

Members 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; and (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, none of these activities may be undertaken for Commercial Use.

3.6 ACCESSIBILITY

Members may 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.

3.7 COURSE PACKS, ELECTRONIC RESERVE, & ELECTRONIC LEARNING ENVIRONMENTS

Members and Authorized Users, subject to section 4 [Prohibited Uses], may incorporate parts of the Licensed Materials in printed and electronic Course Packs and Electronic Reserve collections for the use of Authorized Users in the course of instruction at a Member, and/or in Electronic Learning Environments hosted on a Secure Network, but not for Commercial Use. Each such item shall carry appropriate acknowledgement of the source. Course Packs in alternate formats may also be offered to Authorized Users that require Accessible Formats.

3.8 CLASSROOM HANDOUTS

Members and Authorized Users may distribute single copies of individual articles or items of the Licensed Materials in print or electronic form 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.

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Members 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.

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Licensors will cooperate with Licensees, Members, and Authorized Users as reasonably necessary in making the Licensed Materials available in a manner and form most useful to the Authorized User. If Licensee, Member, or

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Members and Authorized Users may display, download or print the Licensed Materials for the purposes of internal marketing or testing, and for training Authorized Users.

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Except as permitted in clause 3.9 [Text and Data Mining], Licensee, Members, 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.

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Except as permitted in section 3 [Permitted Uses], Licensee, Members, 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.

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5.1 LICENSOR REPRESENTATIONS

Licensor warrants that: (a.) it has the right to license the rights granted under this License Agreement to use the Licensed Materials; (b.) it has obtained any and all necessary permissions from third parties to license the Licensed Materials; (c.) use of the Licensed Materials by Authorized Users in accordance with the terms of this License Agreement shall not infringe the copyright or any other intellectual property rights of any third party; and (d.) all services and activities of the Licensor under this License Agreement will be conducted in accordance with industry standards.

5.2 LICENSEE REPRESENTATIONS

Licensee warrants that it has the authority to act as a representative in executing this License Agreement on behalf of the participating Members as identified in Schedule 3.

5.3 LIMITATIONS ON WARRANTIES

Except as expressly provided in this License Agreement, the Licensor makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Licensed Materials, and merchantability or fitness of use for a particular purpose. The Licensed Materials are supplied 'as is'.

Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus or other such malicious computer program. 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 License Agreement, or the use of or the inability to use the Licensed Materials.

5.4 INDEMNITIES

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by the indemnified party, including reasonable legal fees, resulting from claims by third parties arising from any breach of such indemnifying party's representations and warranties made under this License Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The indemnified party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this License Agreement for any reason. In the case of Licensee being the indemnified party, this indemnity shall not apply to any specific Licensed Materials if Licensee or any of its Members has amended the Licensed Materials in any way not permitted by this License Agreement and such amendment is material to the third-party claim. No limitation of liability set forth elsewhere in this License Agreement is applicable to this indemnification.

5.5 LIMITATIONS ON CLAIMS

Irrespective of the cause or form of action, the aggregate liability of a party for any claims, losses, or damages arising out of any breach of this License Agreement by such party shall in no circumstances exceed the amount of the Fee paid by the Licensee to the Licensor under this License Agreement in respect of the term of this License Agreement during which such claim, loss or damage occurred. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

6. LICENSOR'S PERFORMANCE OBLIGATIONS

6.1 AVAILABILITY OF LICENSED MATERIALS

Licensor shall, upon the subscription start date of the License Agreement as specified in Schedule 1, make the Licensed Materials available to the Licensee and the Members.

The Licensor shall provide sufficient information to the Licensee and Members to enable Authorized Users to access the Licensed Materials.

6.2 COMPLETENESS OF CONTENT

The content of the Licensed Materials shall not contain less material than in any equivalent print editions, where applicable. Any exceptions shall be identified in Schedule 1.

6.3 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.

6.4 SIMULTANEOUS ACCESS

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

6.5 TITLE LISTS

Licensor shall provide to the Licensee before December 31 of each year within the subscription period, in KBART-compliant format as appropriate, an itemized title list that specifies the Licensed Materials accessible to the Members for the upcoming calendar year. In the event that there are optional portions contained within the Licensed

Materials to which all Members do not subscribe, the Licensor shall provide separate lists for each option. Licensor shall provide such title lists to third-party vendors of Knowledge Bases on an ongoing and timely basis.

6.6 DISCOVERY SERVICES

Licensor shall 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 headings and keywords), abstracts, and full-text, to facilitate optimal discovery of the Licensed Materials for the benefit of Authorized Users.

6.7 CAPACITY

Licensor shall ensure that the Platform has adequate capacity and bandwidth to support the usage by the Licensee and Authorized Users 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 License Agreement.

6.8 INTEROPERABILITY

Licensor shall ensure that Licensed Materials will be accessible and interoperable with prevailing Web browsers including, at a minimum, the most recent two major releases (current release and one release prior) and all the associated subsets. Any upgrades or functional changes to the Platform will be implemented in a manner that ensures that, at a minimum, the most recent two major releases and all of the associated subsets of prevailing Web browsers at that time will continue to interoperate with the Platform and be able to access, retrieve and display the Licensed Materials.

6.9 SERVICE INTERRUPTION

Licensor shall use reasonable efforts to make the Licensed Materials available to Licensee and Members at all times and on a twenty-four hour basis, save for routine maintenance (for which Licensor shall notify Licensee in advance), and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service. Routine maintenance will be performed at a time designed to minimize inconvenience to Licensee, Members and Authorized Users.

The Licensor shall use reasonable efforts to ensure that total downtime will not exceed 2% per month. The 2% downtime includes periodic unavailability due to maintenance of the Platform, the installation or testing of software, the loading of additional Licensed Materials as they become available, and downtime related to the failure of equipment or services.

If the Licensed Materials fail to operate in conformity with the terms of this License Agreement, Licensee shall immediately notify Licensor, and Licensor shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. In the event that Licensor fails to repair the nonconformity in a reasonable time, Licensor shall (subject to agreement by the Licensee, but without limiting any other remedies available to the Licensee under this Agreement):

- provide an additional discount or credit equivalent to the amount of the excessive downtime to the product on the next renewal; or
- extend the license term by an amount of time equal to the nonconformity; or
- provide a refund of the Fee corresponding to the amount of downtime.

6.10 TRAINING AND SUPPORT

Licensor shall offer installation support to the Licensee and each of the Members, including assisting with the implementation of any Licensor software. Licensor will provide appropriate training to Licensee and Member staff relating to the use of the Licensed Materials and any Licensor software. Licensor will offer reasonable levels of continuing support to assist Licensee and Members in use of the Licensed Materials, including providing help files and other appropriate user documentation in connection with the use of and access to Licensed Materials. Licensor

will, at a minimum, make its personnel available by email, telephone or via the Web, or in person during Licensor's regular business hours, Monday through Friday, for training and user access support.

6.11 BRANDING

Licensor will provide to each Member the option to brand the Licensor's Platform with the name of the Member.

6.12 MODIFICATION OF LICENSED MATERIALS

Licensor shall give a sixty (60) day written notice to the Licensee of any anticipated modifications to Licensed Materials and Platform(s), specifying the item or items to be modified. Failure by Licensor to provide such reasonable notice shall be grounds for immediate termination of this License Agreement by Licensee. If, in the reasonable opinion of the Licensee, any such modification renders the Licensed Materials substantially less useful in a material respect to the Members or its Authorized Users, Licensee may seek to terminate this License Agreement for breach pursuant to the termination provisions in section 10 [Term, Renewal, and Termination].

6.12.1 MIGRATION TO OTHER FORMATS

Licensee understands that, from time to time, the Licensed Materials may migrate to, or be available in, other formats. If Licensor develops new delivery or download methods during the term of this License Agreement, this service shall be made available to Members and Authorized Users at no additional charge. Licensor will provide content in all available formats, including any newly-developed and available delivery formats, during the term of this License Agreement, for no additional fee. Licensor will ensure the content and metadata provided complies with the then-current recognized international standards.

6.12.2 WITHDRAWAL OF MATERIALS

Subject to clause 6.12.3 [Transfer of Ownership of Licensed Materials], Licensor reserves the right at any time to withdraw from the Licensed Materials 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 clause 5.1 [Licensor Representations], or any item or part of an item for which Licensor has reasonable grounds to suspect infringement of copyright or defamation. If the withdrawn material represents more than five per cent (5%) of the Licensed Materials then available under this License Agreement, Licensor shall make a pro rata refund of part of the Fee to Licensee, taking into account the amount of material withdrawn and the remaining unexpired portion of the subscription period as outlined in Schedule 1. If any Licensed Materials are permanently removed from Licensor's Platform, Licensor shall make a permanent note or mark indicating that such Licensed Materials were removed and providing sufficient explanation as to the reasons for its removal.

6.12.3 TRANSFER OF OWNERSHIP OF LICENSED MATERIALS

If Licensor sells or otherwise transfers all or any part of the Licensed Materials, Licensor will take such steps as are necessary to ensure that Licensee's and the Members' rights and access to such Licensed Materials under this Agreement, including any Perpetual Access rights, are maintained and continue uninterrupted by such sale or other transfer. Licensor will comply with the UKSG Transfer Code of Practice in connection with any sale or other transfer of Licensed Materials that constitute journals.

6.12.4 ADDITION OF NEW MATERIALS

Licensor may offer additions to the Licensed Materials not otherwise identified in Schedule 1 during the term of the License Agreement. Any fees arising from the addition of new materials, not otherwise identified in Schedule 1, shall be the subject of negotiation and Licensor and Licensee must mutually agree and consent to an increase (if any) in the Fee for subsequent years arising from the addition of new materials to the Licensed Materials.

6.13 COLLECTION OF USAGE DATA

Licensors shall collect Usage Data according to the most recent release of the Project COUNTER Code of Practice and specify such reporting in Schedule 5. Such Usage Data shall be compiled in a manner consistent with applicable privacy and data protection laws and as may be agreed between the parties from time to time, and the anonymity of individual users and the confidentiality of their searches shall be fully protected. In the case that the Licensor assigns its rights to another party under clause 11.3 [Assignment and Transfer], the Licensee may at its discretion require the assignee either to keep such usage information confidential or to destroy it.

6.14 DISCLOSURE AND SHARING OF USAGE DATA

Licensors shall disclose to the Licensee and each Member such Usage Data relating to the Licensee or Member as requested, 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.

Licensee and Members are permitted to share Usage Data.

The Licensor shall not disclose or sell to other parties Usage Data about the Licensee, Members, or Authorized Users without the Licensee's and the Members' permission.

6.15 PRIVACY RIGHTS

The 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.

6.16 OPEN ACCESS OPTION

In the event that the Licensor offers an open access option to authors, the Licensor agrees to annually review the number of open access articles published in the Licensed Materials under the open access option. For all Licensed Materials in which such articles are published, the Licensor will share with the Licensee, on an annual basis, the number and citations of articles published under the open access option by authors affiliated with the Members, listed by journal title.

6.17 CLICK-THROUGH LICENSE

In the event that Licensor uses a Click-Through License, Licensor shall provide Licensee with notice of, and an opportunity to comment on, such terms prior to their implementation or revision to ensure consistency with this License Agreement. In the event of any conflict between the terms of such Click-Through Licenses and this License Agreement, the terms of this License Agreement shall prevail and, without limiting the foregoing, the Licensor shall not enforce any provisions of the Click-Through Licenses that conflict with this License Agreement.

6.18 DIGITAL RIGHTS MANAGEMENT TECHNOLOGY

In the event that Licensor utilizes any type of Digital Rights Management Technology to control the access or the usage of Licensed Materials, Licensor agrees to notify Licensee of any technical specifications. In no event may such Digital Rights Management Technology be used in such a way as to limit the usage rights of a Licensee or any Authorized User as specified in this License Agreement or under applicable law. Any Digital Rights Management Technology shall be applied in compliance with this License Agreement and applicable privacy and data protection laws.

6.19 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 and 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. Any Digital Watermarking Technology shall be applied

in a manner consistent with applicable privacy and data protection laws and as may be agreed between the parties from time to time, and the anonymity of individual users and the confidentiality of their access or usage of the Licensed Materials shall be fully protected. If watermarks or other notices are used, Licensor agrees to notify Licensee of any technical specifications.

6.20 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.

6.21 PRESERVATION OF LICENSED MATERIALS

Licensor will make available a digital archive of the Licensed Materials and associated metadata on its servers, and with at least one of the following third-party archiving services: Portico, CLOCKSS, LOCKSS, Scholars Portal, or another mutually agreed-upon archiving service, and inform the Licensee on which of the archiving services the archive may be found. The archive will be maintained in perpetuity, with its format converted from time to time as appropriate if the technology used for storage or access changes. If the Licensor is unable to continue to provide Perpetual Access from its servers, the Licensee is entitled to access the archive from the third-party archiving service to fulfill Clauses 2.2 [Perpetual Access Rights] and 10.5.3 [Continued Access to Licensed Materials].

6.22 PERSISTENT LINKS

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

6.23 RIGHT TO DEPOSIT

In respect of any Licensed Material of which the author is affiliated with a Member, the Licensor will allow such author to archive or deposit a post-print, peer-reviewed version of such Licensed Material as accepted for publication in institutional, subject-based, national, or other Open Access Repository Services or archives.

7. LICENSEE'S AND MEMBER'S OBLIGATIONS

7.1 NOTICE OF TERMS AND CONDITIONS

Licensee shall inform the Members of the terms and conditions of this License Agreement as outlined in sections 3 [Permitted Uses] and 4 [Prohibited Uses]. Members shall use 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 License Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this License Agreement.

7.2 NOTICE OF INTELLECTUAL PROPERTY RIGHTS

Members shall use reasonable efforts to inform Authorized Users of the importance of respecting the intellectual property rights in the Licensed Materials and of the sanctions that each Member imposes for failing to respect such rights.

7.3 NOTICE OF MEMBER INFORMATION

The Licensee shall provide to the Licensor information sufficient to enable the Licensor to provide access to the Licensed Materials in accordance with its obligations under clause 6.1 [Availability of Licensed Materials]. Should the Members make any significant change to such information, the Licensee shall use reasonable efforts to notify the Licensor in a timely manner.

7.4 PROTECTION FROM UNAUTHORIZED USE

Members shall make reasonable efforts to limit access to the Licensed Materials to Authorized Users, and to protect the Licensed Materials from unauthorized use. Neither the Licensee nor the Members are liable to the Licensor in respect of any such unauthorized use so long as such reasonable efforts were made.

8. MUTUAL OBLIGATIONS

8.1 NOTICE OF UNAUTHORIZED USE

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

8.2 LOCAL LOADING AND LOCAL/ALTERNATE HOSTING

Licensor agrees to negotiate in good faith a separate agreement with a Member or a duly authorized representative (e.g. a consortium acting on behalf of the Member) at any point in the term of this License Agreement, for perpetual local loading and alternate hosting of the Licensed Materials on the Member's server or a third-party server, as designated by the Member.

9. FEE

9.1 FEE SCHEDULE

The Licensee shall, in consideration for the rights granted under this Agreement, pay the Fee in accordance with the payment schedule outlined in Schedule 2. 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.

9.2 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 the License Agreement and shall be made at the time of annual invoicing within a term, or at renewal or termination.

9.3 INVOICES

Invoices shall be sent to the Licensee no later than sixty (60) days before the payment schedule due dates as outlined in Schedule 2. In the event that the invoice is received by the Licensee less than sixty (60) days before the due dates as set out in the payment schedule outlined in Schedule 2, payment to Licensor will be due sixty (60) days after receipt of the invoice.

10. TERM, RENEWAL, AND TERMINATION

10.1 AGREEMENT TERM

This License Agreement shall commence and shall terminate automatically on the dates as set out in Schedule 1 unless terminated earlier in accordance with Section 10.2 [Early Termination].

10.2 EARLY TERMINATION

10.2.1 EARLY TERMINATION FOR PAYMENT DEFAULT

The Licensor may terminate this Agreement by notice to the Licensee if the Licensee willfully defaults in making payment of the Fee as provided in this License Agreement and fails to remedy such default within sixty (60) days of notification in writing by the Licensor.

10.2.2 EARLY TERMINATION FOR BREACH

Either Licensor or Licensee may terminate this Agreement by notice to the other party if such other party commits a material or persistent breach of any term of this License Agreement and fails to remedy the breach within sixty (60) days of notice by the non-breaching party.

If a Member commits a material or persistent breach of the terms of this License Agreement and the Member fails to remedy the breach within sixty (60) days' notice from the Licensor to the Member and the Licensee, or the Member fails to commence and diligently pursue steps to remedy the breach within sixty (60) days' notice from the Licensor to the Member and the Licensee, the Licensor may terminate the license and rights granted to the Member pursuant to this License Agreement by giving notice of termination to the Member and the Licensee. Upon the expiry of the notice period, the Licensor may discontinue providing the Member access to the Licensed Materials for the remainder of the term of the License Agreement.

10.2.3 EARLY 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.

10.2.4 EARLY TERMINATION FOR FINANCIAL EXIGENCY

The Licensee may terminate this License Agreement if public funding of the Licensee or funding of the Licensee by the Members is materially reduced and the Licensee thereby becomes unable to pay future amounts payable pursuant to this License Agreement. The Licensee will give the Licensor notice of such termination and this License Agreement shall terminate effective sixty (60) days after the giving of such notice if the Licensee has failed to pay the Fee for the calendar year in which such notice was given, or if the Licensee has paid the Fee for the calendar year in which such notice was given, January 1 of the following year.

10.2.5 EARLY TERMINATION REFUND

Upon termination of this License Agreement by Licensee under Section 10.2.2 [Early Termination for Breach] or Section 10.2.3 [Early Termination for Licensor Insolvency], the Licensor shall forthwith refund the proportion of the Fee that represents the paid but unexpired part of the term of this License Agreement.

10.2.6 EARLY TERMINATION BY A MEMBER

The performance of a Member of their obligations under the License Agreement shall be subject to and contingent upon the availability of funds provided, allocated, or allotted in institutional budgets for the purpose of the License Agreement for the current and future license term. Any Member may, at its option, provide notice to the Licensor and Licensee, by [DATE] of each applicable calendar year within the License Agreement, of the non-availability of such funds and the intent to terminate their participation in the License Agreement beginning on January 1st of the forthcoming year.

If a Member executes this option, no refund of payments already received by the Licensor will be owed to the Member. The determination of whether funds are available shall be made in the sole discretion of the applicable Member. The termination of participation by any Member will not constitute a default or a

termination of participation of any other Members under the License Agreement and shall not be grounds for any increase in fees payable by other Members. Upon termination, a Member has the ability to execute their rights under clause 10.5.3 [Continued Access to Licensed Materials].

10.3 RENEWAL OF TERM

This License Agreement shall be renewable at the end of the current term if agreed in writing by both parties prior to the termination of this License Agreement.

10.4 EXTENSION OF TERM

This License Agreement may be extended for a limited period of time at the end of the current term if agreed in writing by both parties prior to the termination of this License Agreement, or due to cause as outlined in section 6.8 [Service Interruption].

10.5 TERMINATION

10.5.1 NOTIFICATION OF TERMINATION

Upon termination of this License Agreement, the Licensee shall immediately notify the Members.

10.5.2 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 clause 2.2 [Perpetual Access Rights], for rights and obligations in respect of a refund under clause 10.2.5 [Early Termination Refund], if applicable, and for rights and obligations under such other provisions that, by their nature or their terms, survive termination.

10.5.3 CONTINUED ACCESS TO LICENSED MATERIALS

Upon termination of this License Agreement, Licensor will provide continued access to the Licensed Materials for which Perpetual Access was granted in this License Agreement. The means by which Authorized Users shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided during the term of this License Agreement, with provisions for ensuring forward compatibility with new technologies.

Licensor shall:

- a.) provide continuing online access to archival copies of the Licensed Materials on the Licensor's Platform without supplementary fees to the Licensee or Members;
- b.) provide to the Licensee, Member, or third-party archiving service, upon request and within 90 days, one copy of the entire set of Licensed Materials and associated metadata to be maintained as an archival copy for the purpose of delivering continuing online access to Authorized Users.

The cost of electronic delivery of Licensed Materials and associated metadata to the Licensee or Member or a third-party archiving service shall be borne by Licensor, unless otherwise agreed upon by the parties.

The archival copy from the Licensor shall be provided without Digital Rights Management Technology in a mutually agreeable medium suitable to the content, but may not contain all the links and other features and functionality associated with the Licensed Materials pursuant to this License Agreement.

11. GENERAL

11.1 ENTIRE LICENSE AGREEMENT

The following documents shall comprise the entire License Agreement between both parties concerning the subject matter of this License Agreement, and, in the event of any dispute concerning construction thereof, shall have the following order of precedence:

- a.) This License Agreement and all schedules and other documents attached and incorporated by reference.
- b.) The Licensor's response to the Licensee's Request for Proposal dated [DATE].
- c.) The Licensee's Request for Proposal dated [DATE].

11.2 ALTERATIONS

Alterations to this License Agreement and to the schedules to this License Agreement are only valid if they are recorded in writing and signed by both parties.

11.3 ASSIGNMENT AND TRANSFER

This License Agreement may not be assigned or transferred 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 License Agreement in respect of the management and operation of the Platform, without the prior written consent of the other party, which consent shall not unreasonably be withheld.

11.4 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.

11.5 FORCE MAJEURE

Neither a party's nor a Member's delay or failure to perform any provision of this License 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 License Agreement.

11.6 SEVERABILITY

The invalidity or un-enforceability of any provision of this License Agreement shall not affect the continuation or enforceability of the remainder of this License Agreement.

11.7 WAIVER OF CONTRACTUAL RIGHT

Either party's waiver, or failure to require performance by the other, of any provision of this License 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.

11.8 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.

11.9 DISPUTE RESOLUTION

If the parties disagree over an interpretation of this License Agreement or whether a party or a Member is in breach of any part of this License Agreement, the parties and any such Member shall, in good faith, enter into negotiations to

resolve the disagreement and discuss the feasibility of resolving the disagreement by mediation or other means short of litigation. The parties shall cooperate in good faith in pursuing mediation or such other means.

11.10 GOVERNING LAW

This License Agreement shall be governed by and construed in accordance with the laws of the province of Ontario, and the laws of Canada applicable therein.

11.11 VENUE

The Licensor agrees that any action or proceeding instituted by it relating to this License Agreement or its dealings with the Licensee or a Member pursuant to this License Agreement shall be brought in a court of competent jurisdiction in the Province of Ontario, Canada, and for that purpose the Licensor now irrevocably and unconditionally attorns and submits to the jurisdiction of such court. The Licensor further agrees that Licensee may, at its sole discretion, bring any action or proceeding relating to this License Agreement in a court of competent jurisdiction in the Province of Ontario, Canada or in any jurisdiction in which the Licensor is incorporated, registered or resident. In any such event, the Licensor agrees that it will irrevocably waive any right to, and will not, oppose any such action or proceeding on any jurisdictional basis, including forum non conveniens.

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

FOR THE LICENSOR: **[NAME]**

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

FOR THE LICENSEE: **CANADIAN RESEARCH KNOWLEDGE NETWORK**

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

SCHEDULE 1

LICENSED MATERIALS AND ACCESS METHOD

A schedule dated [DATE] to the License Agreement [DATE] between [LICENSOR NAME] and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

THE LICENSED MATERIALS

License Agreement Start Date:

License Agreement End Date:

ACCESS METHOD

Unlimited use of the Licensed Materials on the Licensor's Platform.

User authentication mechanisms supported are:

PERPETUAL ACCESS

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

FOR THE LICENSOR: **[NAME]**

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

FOR THE LICENSEE: **CANADIAN RESEARCH KNOWLEDGE NETWORK**

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

SCHEDULE 2

FEE

A schedule dated [DATE] to the License Agreement [DATE] between [LICENSOR NAME] and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

All fees in [Canadian/US] dollars.

TOTAL FEE

PAYMENT SCHEDULE

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

FOR THE LICENSOR: **[NAME]**

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

FOR THE LICENSEE: **CANADIAN RESEARCH KNOWLEDGE NETWORK**

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

SCHEDULE 3

MEMBERS OF THE CONSORTIUM PARTICIPATING IN THE LICENSE AGREEMENT

A schedule dated [DATE] to the License Agreement [DATE] between [LICENSOR NAME] and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

Atlantic Region ():

Québec ():

Ontario ():

Western Region ():

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

FOR THE LICENSOR: **[NAME]**

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

FOR THE LICENSEE: **CANADIAN RESEARCH KNOWLEDGE NETWORK**

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

SCHEDULE 4

IP ADDRESSES OF THE MEMBERS PARTICIPATING IN THE LICENSE AGREEMENT

A schedule dated [DATE] to the License Agreement [DATE] between [LICENSOR NAME] and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

See spreadsheet attached (filename: XX)

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

FOR THE LICENSOR: **[NAME]**

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

FOR THE LICENSEE: **CANADIAN RESEARCH KNOWLEDGE NETWORK**

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

SCHEDULE 5

USAGE DATA AND REPORTING REQUIREMENTS

A schedule that expands on clause 6.13 [Collection of Usage Data] dated [DATE] to the License Agreement [DATE] between **[LICENSOR NAME]** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

Usage reporting frequency:

Currency of data:

Distribution of usage data:

Level of reporting:

Exportable to applications:

Customized:

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

FOR THE LICENSOR: **[NAME]**

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

FOR THE LICENSEE: **CANADIAN RESEARCH KNOWLEDGE NETWORK**

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____