

Consortia Canada

License Agreement for the MLA Handbook Plus

THIS AGREEMENT is made the 1st day of January 2022

BETWEEN: Modern Language Association (MLA) of
85 Broad Street, Suite 500, New York, NY 10004-2434 (herein referred to as "the Licensor")

AND:

1. **BC Electronic Library Network (BC ELN)** of W.A.C. Bennett Library, Room 7600, Simon Fraser University, 8888 University Drive, Burnaby, BC V5A 1S6
2. **Council of Atlantic University Libraries / Conseil des bibliothèques universitaires de l'Atlantique (CAUL-CBUA)** of 120 Western Parkway, Suite 202, Bedford NS B4B 0V2
3. **Council of Prairie and Pacific University Libraries (COPPUL)** of Room 2019, Koerner Library, University of Vancouver, British Columbia, V6T 1Z2
4. **Ontario Council of University Libraries (OCUL)** of 130 St. George Street, Toronto, Ontario, M5S 1A5
5. **The Alberta Library (TAL)** of #623, 7 Sir Winston Churchill Sq NW, Edmonton, AB T5J 2V5

(herein referred to as 'the Licensee')

Each "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, each Licensee 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 1.

Where applicable, additional Exhibits and Appendices may be attached to address more specific Terms and Conditions specific to certain formats such as e-books, or special purchase conditions such as Perpetual Access, in which case the attached Exhibits and Appendices form an integral part of this Agreement.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

In this License, 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 User	<u>Academic Institutions</u> All full and part time students, faculty and employees (including permanent, temporary, contract, or visiting) and researchers

associated with the Member Institutions, regardless of physical location of such persons; retired faculty and staff; all registered patrons of the Member Institution; and other persons affiliated with the Member Institution or otherwise permitted to use the facilities of the Member Institution and authorized to access the Licensed Materials.

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.

Public Libraries

Employees (whether on a permanent, temporary, contract, or visiting basis), students, registered patrons, or other persons affiliated with the consortium's Member Institutions.

Authorized Users also include non-affiliated individuals (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.

Special Libraries

Employees (whether on a permanent, temporary, contract, or visiting basis), researchers, registered patrons, or other persons affiliated with the consortium's Member Institutions.

Authorized Users also include non-affiliated individuals (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.

Health Sector

Authorized Users are the full-time and part-time students, faculty, staff, and researchers associated with Member Institutions, regardless of physical location of such persons; and individuals who are independent contractors, or are employed by independent contractors, of a Member Institution, regardless of physical location of such persons; all registered patrons of the Member Institution; and other persons affiliated with the Member

Institution or otherwise permitted to use the facilities or secure network of the Member Institution.

Authorized Users also include non-affiliated individuals (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.

Prekindergarten to Grade 12 Schools

Employees (whether on a permanent, temporary, contract or visiting basis) and students associated with the Member Institutions, regardless of physical location.

Authorized Users also include non-affiliated individuals (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.

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 order 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 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, 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	A group of organizations / institutions 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 of materials (for example book chapters or journal articles) assembled by staff of Member Institution for use by students in a class for the purposes of instruction.
Digital Rights Management	Also referred to as “DRM”, access control technologies that are used by hardware manufacturers, licensors, copyright holders and

	individuals 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.
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 Secure Network.
Electronic Reserves	Electronic copies of Licensed Materials (e.g. book chapters, journal articles, abstracts) made and stored on the Secure Network pursuant to Section 3.8 by Member Institution for use by Authorized Users in connection with specific courses of instruction offered by Member Institutions to such Authorized Users.
Individual Work(s).	Individual work or works contained in the Licensed Materials.
Licensed Materials.	The material(s) specified in Schedule 1.
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 to by the parties from time to time.
Member Institutions	A university, educational institution, research organization, public library, or healthcare facility that are in membership of the Consortium and listed in Schedule 1, and which has agreed by virtue of its membership to be bound by the terms and conditions of this License as if it were a party to it jointly with the Consortium.
Open Access Repository Services	Open-access digital repository services such as those provided by the 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 current recognized standards in the publishing industry.
Platform	The technical infrastructure (including user interface, data storage) used by the Licensor to make the Licensed Materials available to the Licensee.
Secure Network	A computer network that is only accessible to Authorized Users by secure authentication.

2. LICENSE GRANT

- 2.1 The Licensor hereby grants to the Licensee and Member Institutions, subject to and in accordance with the terms of this License, a non-exclusive and non-transferable right to permit Authorized Users to access and use the Licensed Materials at the sites of Member Institutions or remotely, through secure authentication.
- 2.2 In consideration for the Licensor's licensing of the Licensed Materials listed in the attached Schedule(s), the Licensee and Member Institutions agree to pay to the Licensor the Fee in accordance with the provisions of the attached Schedule(s).

2.3 INTENTIONALLY DELETED

3. PERMITTED USES

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

- 3.1 ACCESS and USE the Licensed Materials from the premises of the Member Institution, or remotely via secure authentication, in order to search, retrieve, display, print, and view (and, where applicable, download) the Licensed Material.
- 3.2 CREATE PERSISTENT LINKS to individual articles, if applicable, for access by Authorized Users for Permitted Uses under this Agreement, from within secure authentication environments.
- 3.3 INTENTIONALLY DELETED
- 3.4 INTENTIONALLY DELETED
- 3.5 ACADEMIC RESEARCH AND TEACHING AND MEDICAL PRACTICE. 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; and (c.) supply print or electronic copies of individual articles or parts of articles taken from the Licensed Materials to fulfill enquiries from third parties for medical information purposes. For the avoidance of doubt, none of these activities may be undertaken for Commercial Use.
- 3.6 FAIR DEALING / CREATIVE COMMONS. Notwithstanding any other provisions of this Agreement, nothing shall in any way restrict or limit the ability of Member Institutions, Authorized Users or Walk-in Users to engage in or conduct any activity that is otherwise permitted under Canadian copyright laws, including without limitation pursuant to any fair dealing exceptions, or as permitted under Creative Commons licensing.

- 3.7 ALTER or MODIFY the Licensed Materials as necessary to provide an equivalent level of service to Authorized Users with appropriately documented print or other disabilities.
- 3.8 **COURSE PACKS / ELECTRONIC RESERVES / VIRTUAL LEARNING.** Member Institutions and Authorized Users who wish to incorporate parts of the Licensed Material in course packs, 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 virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments and library environments) hosted on a Secure Network (only accessible to Authorized Users by secure authentication) should request permissions through the MLA at permissions@mla.org. If the total portion used by Member Institutions and Authorized Users exceeds 10% (ten percent) in a given subscription year, a separate licensing agreement with the MLA may be required. Each item shall carry appropriate acknowledgement of the source, listing the title and copyright owner. Course packs in non-electronic non-print perceptible form developed in order to assist Authorized Users with accessibility needs, such as Braille, may also be offered to Authorized Users.
- 3.9 **FEDERATED SEARCH.** Member Institutions and Authorized Users may include the Licensed Material in federated or metasearch services.
- 3.10 **INTENTIONALLY DELETED**
- 3.11 **TRAINING AND MARKETING MATERIALS.** Member Institutions may display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users.
- 3.12 **PUBLIC PERFORMANCE RIGHTS.** Subscription to Licensed Materials includes Public Performance Rights for private, educational and research purposes on the premise and indoors of the participating Member Institution.

4. PROHIBITED USES

- 4.1 **COMMERCIAL USE.** Use of the Licensed Materials for the purposes of monetary reward (whether by Member Institutions, Authorized Users or Walk-in Users) by means of sale, resale, loan, transfer, hire or other form of commerce. 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 inter-library loan, is not deemed to be Commercial Use.
- 4.2 **SUBSTITUTION FOR LICENSE.** No provision of this Agreement is intended to provide such substantial use as to constitute a substitution for an institutional license by a third party institution. For example, Walk-In User rights are designed for the provision of services to individuals, not blanket rights for all of the users of another institution or organization.

5. THE LICENSOR'S UNDERTAKINGS

The Licensor shall:

- 5.1 Warrant to the Licensee and the Member Institutions that the total downtime directly attributable to the Server supporting the Licensed Materials 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, the 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 license term, or providing a refund.
- 5.2 Make clearly available on a public site (including but not limited to on the Licensed Materials itself) or through other similar communications that the Licensed Materials have been substantively added to or modified, including but not limited to Individual Works on the Licensed Materials being replaced by partially or entirely new or revised editions. For the avoidance of doubt, a listing of minor corrections (including deletions, additions, and modifications) to the Licensed Materials and temporary display issues are not subject to undertakings described in this paragraph. If Individual Work(s) are removed from Licensed Materials and not replaced with similar Individual Work(s) or if Authorized Users are no longer able to engage in Permitted Uses described in 3.1 due to persistent material defects with the Platform, the Licensee and the Member Institutions may treat such modifications as a material breach under sections 8.2 and 8.3 of this Agreement.
- 5.3 Notice of the Use of Digital Rights Management Technology. In the event that Licensor utilizes any type of digital rights management technology to control the access to usage of Licensed Materials, Licensor agrees to notify Licensee and Member Institutions 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 a Licensee, Member Institutions or any Authorized User as specified in this Agreement or under applicable law. Any Digital Rights Management Technology shall be applied in compliance with this Agreement and applicable privacy and data protection laws.
- 5.4 Notice of the Use of Digital Watermarking Technology. If Licensor utilizes any type of digital watermarking technology for any element of the Licensed Materials, 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 Member Institutions or Authorized Users such as 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 used.
- 5.5 Usage Data. Licensor confirms that Usage Data compliant with the COUNTER Code of Practice is available to each Member Institution. 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.

Licensor shall disclose to the Licensee and each Member Institution such Usage Data relating to the Licensee or Member Institution 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 Member Institutions are permitted to share Usage Data. The Licensor shall not disclose or sell to other parties Usage Data about the Licensee, Member Institutions, or Authorized Users without the Licensee's and the Member Institutions' permission.

- 5.6 Privacy. The Licensor agrees that no personally identifiable information, including but not limited to log-ins recorded in system logs, IP addresses of patrons accessing the system, saved searches, usernames and passwords, will be shared with third parties unless otherwise permitted by the applicable privacy legislation such as the Freedom of Information and Protection of Privacy Act or to perform services as required under the Agreement.

If the Licensor is compelled by law or court order to disclose personally identifiable information of Authorized Users or patterns of use, the Vendor shall provide the Licensee and Member Institutions with adequate prior written notice as soon as is commercially reasonable, so that the Licensee may seek protective orders or other remedies on behalf of itself and/or the Participants and/or the Authorized Users. The Licensor will notify the Licensee and Member Institutions as soon as is commercially reasonable if the Licensor's systems are breached and the confidentiality of personally identifiable information is compromised.

6. THE LICENSEE AND MEMBER INSTITUTIONS UNDERTAKINGS

- 6.1 The Licensee shall:

6.1.1. In consideration for the rights granted under this License, pay the Fee within [thirty (30)] days of receipt of invoice and, if applicable, within thirty (30) days of receipt of invoice relating to each subsequent Subscription Period. For the exclusion of doubt, the Fee shall be exclusive of any sales, use, value added, or similar taxes, and the Consortium shall be liable for any such taxes in addition to the Fee.

6.1.2. Notify Members of the usage terms of this License.

6.1.3. Provide the Licensor, within thirty (30) days of the start date of this License, as indicated in Appendix B, with information sufficient to enable the Licensor to provide access to the Licensed Materials in accordance with its obligation under section X.X.X. Should the Licensee make any significant change to such information, it will notify the Licensor not less than ten (10) days before the change takes effect.

6.1.4. Keep full and up-to-date records of all IP addresses and provide the Licensor with details of such additions, deletions, or other alterations to such records as are necessary to enable the Licensor to provide Authorized Users with access to the Licensed Materials as contemplated by this License.

- 6.2 Each Member Institution shall:

6.2.1. Use reasonable efforts to ensure that all Authorized Users are aware of the importance of respecting the intellectual property rights in the Licensed Materials and of the terms and conditions of this License, and use reasonable efforts to notify Authorized Users of the terms and conditions of this License and take steps to protect the Licensed Materials from unauthorized use or other breach of this License.

6.2.2. Use reasonable efforts to monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform the Licensor and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence.

7. MUTUAL OBLIGATIONS

7.1 **NOTICE OF UNAUTHORIZED USE.** Upon becoming aware of any unauthorized use or other breach, the Licensor, Licensee, and Member Institution 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.

The Licensor reserves the right to temporarily suspend any Member Institution'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 Institution and the Licensee of the breach, specifying the activity of the Member Institution that caused the breach. 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

7.2 **INTENTIONALLY DELETED**

8. TERM AND TERMINATION

8.1 **Agreement Term.** This Agreement shall commence on the date indicated on the first page of this Agreement, and shall apply to all Licensed Materials for the time period(s) as indicated on the attached Schedule(s). Subscriptions as indicated on the attached Schedule(s) will automatically terminate at the end of the subscription period unless all parties have previously agreed in writing including by email communication to renew the subscription.

8.2 **Early Termination**

8.2.1. **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.

8.2.2. **Early Termination for Breach.** In the event that any party believes that the other materially has breached any obligations under this Agreement, such party shall notify the breaching party in writing. The breaching party shall have 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.

8.2.3. **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.

8.2.4. Early Termination for Financial Exigency of Licensee. The Licensee may terminate this License Agreement if public funding of the Licensee or funding of the Licensee by its Member Institutions 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 subscription year in which such notice was given, or if the Licensee has paid the Fee for the subscription year in which such notice was given, on the last day of the subscription year.

8.2.5. Early Termination by a Member Institution. The performance of a Member Institution of its obligations under the Agreement 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. Any Member Institution may, at its option, provide notice to the Licensor and Licensee, no less than thirty (30) days in advance of the subscription term end.

If a Member executes this option in a single year or multi-year agreement, no refund of payments already received by Licensor will be owed to the Licensee or Member Institutions. The determination of whether funds are available shall be made in the sole discretion of the applicable Member Institution. The termination of participation by any Member Institution will not constitute a default or a termination of participation of any other Member Institution under the Agreement and shall not be grounds for any increase in fees payable by other Member Institutions. Upon termination, a Member Institution has the ability to exercise its rights under Section 8.3. of the Agreement.

8.2.6. Early Termination Refund. In the event of early termination permitted by this Agreement, the Member Institution shall be entitled to a refund of any fees or pro-rata portion thereof paid by the Member Institution for any remaining period of the Agreement from the date of termination. This paragraph is invalid if the Member 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 the Licensor.

8.3 Termination

8.3.1. Notification of Termination. Upon termination of this License Agreement, the Licensee shall immediately notify all Member Institutions.

8.3.2. INTENTIONALLY DELETED

8.3.3. INTENTIONALLY DELETED

9. GENERAL

- 9.1 **Warranty and Indemnification.** The Licensor warrants that it holds the rights granted under this Agreement, and indemnifies and holds the Licensee and its Member 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 the Licensee or any of its Member Institutions claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of this license for any reason. **NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS LICENSE IS APPLICABLE TO THIS INDEMNIFICATION.**
- 9.2 This Agreement and attached Schedule(s) signed by Licensor and Licensee shall comprise the complete terms and conditions of use. If there is a "click-through" agreement for users, this Agreement shall override the "click-through" agreement.
- 9.3 Notice of terms of "click-through" license terms: in the event that Licensor uses a "click-through" license for end users, Licensor shall provide Licensee with notice of and an opportunity to comment on such terms prior to their implementation. In the event of any conflict between the 'click-through' terms and this Agreement, the terms of this License shall prevail.
- 9.4 Alterations to this Agreement and to the Schedules to this Agreement are only valid if they are recorded in writing and signed by all parties.
- 9.5 **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 subcontract 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.
- 9.6 **Notice.** Any notices to be served on any of the parties or on a Member Institution by any other shall be sent by registered mail, courier or facsimile to the address of 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 by facsimile shall be deemed to have been given on the date of receipt of the notice as delivered by the courier or facsimile.
- 9.7 **Force Majeure.** Neither party's nor a Member 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.
- 9.8 **Waiver.** Failure to enforce any provision of this Agreement shall not be construed to be a waiver of such provision.
- 9.9 **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.
- 9.10 If the parties disagree over an interpretation of this Agreement or whether a party or a Member Institution is in breach of any part of this Agreement, the parties and any such Member Institution shall in good faith enter into negotiations to resolve the disagreement and discuss the feasibility

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

- 9.11 This Agreement shall be governed by and construed in accordance with the laws of the province of the participating consortium, and the laws of Canada applicable therein. All 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 the province of the participating consortium in Canada.
- 9.12 Terminology. The word “including” in this Agreement is illustrative and means “including, but not limited to.”

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

Accepted:

FOR THE LICENSOR: Modern Language Association

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSEE AND ITS MEMBER INSTITUTIONS: BC Electronic Library Network

SCHEDULE 1

Business Terms

This Schedule 1 is dated January 1, 2022, to the Agreement dated January 1, 2022, between the Modern Language Association and Licensee and the Member Institutions of Consortia Canada, as listed below.

Authorized Users:

BC Electronic Library Network

- Emily Carr University of Art + Design
- Kwantlen Polytechnic University
- Okanagan College
- Trinity Western University
- University of British Columbia
- University of Northern British Columbia
- University of the Fraser Valley
- University of Victoria
- Vancouver Island University

Council of Atlantic University Libraries

- Memorial University of Newfoundland
- Mount Allison University
- Mount Saint Vincent University
- Saint Mary's University
- St. Francis Xavier University

Council of Prairie and Pacific University Libraries

- University College of the North
- University of Regina
- University of Saskatchewan

Ontario Council of University Libraries

- Queen's University
- Ryerson University
- Trent University
- University of Guelph
- University of Toronto
- Western University
- York University

The Alberta Library

- Alberta University of the Arts
- MacEwan University
- Red Deer College
- University of Lethbridge

Name and Description of Licensed Material:

BC Electronic Library Network

Institution	Product Details	
Emily Carr University of Art + Design	MLA Handbook Plus--Core Subscription	
Kwantlen Polytechnic University	MLA Handbook Plus--Core Subscription	
Okanagan College	MLA Handbook Plus--Core Subscription	
Trinity Western University	MLA Handbook Plus--Core Subscription	
University of British Columbia	MLA Handbook Plus--Core Subscription	
University of Northern British Columbia	MLA Handbook Plus--Core Subscription	
University of the Fraser Valley	MLA Handbook Plus--Core Subscription	
University of Victoria	MLA Handbook Plus--Core Subscription	
Vancouver Island University	MLA Handbook Plus--Core Subscription	
Total		

Council of Atlantic University Libraries

Institution	Product Details	
Memorial University of Newfoundland	MLA Handbook Plus--Core Subscription	
Mount Allison University	MLA Handbook Plus--Core Subscription	
Mount Saint Vincent University	MLA Handbook Plus--Core Subscription	
Saint Mary's University	MLA Handbook Plus--Core Subscription	
St. Francis Xavier University	MLA Handbook Plus--Core Subscription	
Total		

Council of Prairie and Pacific University Libraries

Institution	Product Details	
University College of the North	MLA Handbook Plus--Core Subscription	
University of Regina	MLA Handbook Plus--Core Subscription	

University of Saskatchewan	MLA Handbook Plus--Core Subscription	
Total		

Ontario Council of University Libraries

Institution	Product Details	
Queen's University	MLA Handbook Plus--Core Subscription	
Ryerson University	MLA Handbook Plus--Core Subscription	
Trent University	MLA Handbook Plus--Core Subscription	
University of Guelph	MLA Handbook Plus--Core Subscription	
University of Toronto	MLA Handbook Plus--Core Subscription	
Western University	MLA Handbook Plus--Core Subscription	
York University	MLA Handbook Plus--Core Subscription	
Total		

The Alberta Library

Institution	Product Details	
Alberta University of the Arts	MLA Handbook Plus--Core Subscription	
MacEwan University	MLA Handbook Plus--Core Subscription	
Red Deer College	MLA Handbook Plus--Core Subscription	
University of Lethbridge	MLA Handbook Plus--Core Subscription	
Total		

License Type:

- Perpetual Access to full content after cancellation

Perpetual access may be provided by local loading of the content by Licensee or the Member Institution for access as provided for under Schedule 2 or by entering into 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 License 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 Institution, or at the vendor's site after termination of the remainder of the contract, in which case reasonable fee(s) for ongoing access may apply.

- Limited perpetual access to content after cancellation (*provide details*)

- Subscription without continued access after cancellation

Term of Agreement:

Payment Schedule:

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

Fee and invoicing: Each consortium is invoiced and is responsible for payment of its own Member Institutions.

Access:

- Vendor Platform (mlahandbookplus.org)
 Other, please specify (*for local loading, the Agreement for the Local Archiving and Hosting of Licensed Materials or a separate Agreement must also be signed*)

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

- Alumni
 Additional Groups of Users: (*Please provide details*)

Additional License Rights or Restrictions:

(*Please provide details on any specifics on the grant of license or usage rights*)

- MARC Records
 Open Access revenue

In the event that 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 Content under the open access option and decrease license fees accordingly.

sSchedule 1

The Parties have executed Schedule 1 by their respective, duly authorized representatives on the dates written below.

FOR THE LICENSOR: Modern Language Association

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSEE AND ITS MEMBER INSTITUTIONS: BC Electronic Library Network
