



2022-2023 ACM Digital Library Consortium License Renewal Agreement Consortia Canada

Date: August 30, 2022

Client #

This Agreement is made between

ACM (the Association for Computing Machinery), with its principal offices at 2 Penn Plaza, Suite 701, New York, NY 10121-0701, USA ("the Licensor"), and

- **Bureau de coopération interuniversitaire**, 500 Sherbrooke Street Ouest, Suite 200, Montréal, QC, CANADA H3A 3C6 (BCI),
 - **British Columbia Electronic Library Network**, W.A.C. Bennett Library, 7th Floor, Simon Fraser University, 8888 University Drive, Burnaby, BC, CANADA V5A 1S6 (BC ELN),
 - **Council of Atlantic Academic Libraries / Conseil des bibliothèques post-secondaires de l'Atlantique**, 120 Western Parkway, Suite 202, Bedford, NS, CANADA B3B 0V2 (CAUL/CBUA),
 - **Council of Prairie and Pacific University Libraries**, LCR Administrative Suite, 6th Floor TFDL, University of Calgary, 2500 University Drive NW, Calgary, AB, CANADA T2N 1N4 (COPPUL),
 - **BC Libraries Co-operative**, Suite 320, 185-911 Yates Street, Victoria, BC, CANADA V8V 4Y9,
 - **Ontario Colleges Library Services**, 74 Gervais Drive, Toronto, ON, CANADA M3C 1Z3 (OCLS),
 - **Ontario Council of University Libraries**, 130 St. George St., Toronto, ON, CANADA M5S 1A5 (OCUL),
 - **The Alberta Library**, Room 6-14, Sir Winston Churchill Square, Edmonton, AB, CANADA T5J 2V5 (TAL)
- (Hereinafter known as "Consortium Representatives")

(The Licensor and the Consortium Representatives also collectively referred to herein as the "Parties" or each individually as a "Party")

The "Consortium Representatives" are authorized to act for and sign this Agreement on behalf of their Consortium.

The "Consortium" shall mean the group of universities, other educational institutions and research organizations (which may have multiple sites) and their associated libraries, that have authorized the Consortium Representatives to negotiate and execute this License Agreement on their behalf, hereinafter known as the "Consortium Members" and listed in Appendix A.

Rights and responsibilities referenced in this Agreement regarding "Consortium" shall apply to all the Member institutions covered under this Agreement. Neither Consortium Representatives nor any Consortium Members shall be liable for any breach or default of another Consortium Representative or Consortium Member.

The Consortium Members will be granted the right and license to use the Licensed Material on the terms and conditions of this License Agreement.

1. **Authorized Users.** The following categories of users of the ACM Digital Library (DL) are recognized as Authorized Users: persons affiliated with the Consortium Members as students, faculty, registered users or employees, authorized persons physically present in the Consortium Members' library facilities (Walk-in Users).
2. **Basic License.** ACM grants to the Consortium Members the non-exclusive rights to search, browse, view, and download the content in the DL. All downloading and printing by Authorized Users will be for their use only, unless approved by ACM in writing. Remote access to the DL by members of the general public is not permitted. Authorized Users may access and use the DL from the premises of the Consortium Member, or



remotely via secure authentication, to download, print, and copy items from the DL for their use in connection with classroom instruction and related educational purposes, but may not redistribute or make available access to the DL for any commercial purposes.

FAIR DEALING. 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.

3. Alterations. Neither the Consortium Member nor any Authorized Users of the DL may modify, adapt, transform, translate, or create any derivative work based on any of the materials in the DL. Any copyright notices, or other notices appearing in the DL may not be removed, obscured, or modified in any way. All rights, title, and interest in the contents of the ACM DL are the recognized property of the ACM or its affiliates and no ownership rights, title, or interest are transferred to the Consortium Member as a part of this Agreement. The Consortium Member may 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.
4. License Period. Notwithstanding the date of signature, this Agreement shall commence on the July 1, 2022, terminate on June 30, 2023, and shall apply to all Licensed Materials indicated in Appendix A. Subscriptions as indicated in Appendix A will automatically terminate at the end of the subscription period unless the parties have previously agreed to renew the subscription...
5. Licensing Fees. **2022-2023 The total ACM DL licensing fees for the Consortium Representatives is _____**, which is based on ACM's Academic Pricing and includes a Hybrid Open Access total credit of _____. The sub-totals for each Consortium Representative as indicated in Appendix A are based on the proposal received on, June 22, 2022.
All fees include access to:
 - The current year's Publications including: 60 peer reviewed scholarly journals; 7 technical magazines, ACM's complete collection of conference proceedings containing over 2,500 volumes of scholarly materials; and 37 technical newsletters sponsored by ACM's technical Special Interest Groups (SIGs)
 - ACM Guide to Computing Literature, ACM's bibliographic database and abstracting & indexing service
 - Access to the ACM Books Collections (<https://dl.acm.org/acmbooks>) is not included in this Agreement but is available for purchase via separate agreement
 - An up-to-date list of the contents of the ACM Digital Library is posted at <https://libraries.acm.org/digital-library/contents>
6. ACM Guide to Computing Literature. The Licensor shall provide complimentary access to ACM's bibliographic database and abstracting & indexing service.
7. Access to Historical Archive. The Licensor shall provide complimentary access to the complete archive of all ACM Publications dating back to each publication's first issue or volume. This complimentary access does not include archival rights, which can be arranged with the Licensor by separate Agreement.
8. Payment Terms. In consideration for the rights granted under this License, the Consortium Representatives shall 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 Representatives shall be liable for any such taxes in addition to the Fee.

9. Access. Global access will be provided to the Consortium Members based on IP Verification, unless otherwise agreed between the parties. The Consortium Representatives will provide the Licensor with a complete list of current IP Addresses for all member participants. Subsequent updates to this information should be emailed to the Licensor at DL-Info@acm.org.
10. Terms of Usage. The Consortium Members and Authorized Users may make digital or hard copies of the individual articles contained within the DL, as long as such copies are not made or distributed for profit or commercial advantage and all such copies bear the ACM copyright notice. In addition, Authorized Users may assemble and distribute links that point to works in the ACM Digital Library.

The Consortium Members and Authorized Users may not republish individual articles contained within the DL, or post them on other servers, or redistribute them to lists, without first receiving explicit permission from ACM. No wholesale duplication of all or substantial sections of the ACM Digital Library is permitted under the terms of this Agreement.

The use of robots or intelligent agents is not permitted under the terms of this Agreement and any significant usage resulting from the use of such robots or intelligent agents will result in increased usage-based fees upon renewal of this Agreement consistent with the ACM Digital Library pricing policy in effect at the time of renewal. Furthermore, ACM reserves the right to suspend or terminate this Agreement if systematic downloading of the DL is discovered.

A Consortium Member will notify the Licensor immediately of infringements that come to the Consortium Member's notice and the Consortium Member agrees to cooperate with the Licensor as appropriate to stop further abuse should it occur. Nothing in this Agreement shall make the Consortium Member liable for breach of the restrictions set out in the terms and conditions of this Agreement by any Authorized User as long as the Consortium Member complied with the terms of Clauses 2, 9, and 10, and did not cause, intentionally assist in or encourage such breach nor allowed it to continue after having received written notice of such breach whether from the Licensor or otherwise. However, in the event of continuing abuse the Licensor shall be entitled to terminate the Consortium Member's license to use the Licensed Material.

11. Inter-Library Loans. The Consortium Members and Authorized Users may make digital or hard copies of the individual articles contained within the DL, as long as such copies are not made or distributed for profit or commercial advantage and all such copies bear the ACM copyright notice.
12. Downloading and Printing. Consortium Member's Authorized Users may download and print articles for personal use and archive contents on their own personal computers. Facsimile images that are exact representations of the print pages or of printouts from the electronic database may be provided for interlibrary loan under CONTU guidelines and distributed in paper, fax, or digital form.



13. Educational and Library Uses of Copyrighted Material. Coursepacks and Virtual Learning Environments. Consortium Members and Authorized Users may 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). Each item shall carry appropriate acknowledgement of the source, listing the title and copyright owner. Course packs in non-electronic non-print perceptible form, such as Braille, may also be offered to Authorized Users.
14. Educational and Library Uses of Copyrighted Material. Electronic Reserves - Permission granted without fee provided Consortium Member has an authentication mechanism for controlled access to the server and a license to the ACM-copyrighted work. A Consortium Member may place a single copy of a definitive version of the work in its library's electronic reserves for the duration of its educational needs for that work, provided that access is limited to its enrolled students (including those in its distance learning programs), faculty, and staff. Those institutions without a current license to the work should contact permissions@acm.org.
15. Warranties. ACM warrants that it has copyright ownership and/or permission to use all of the materials in the DL. The Consortium Members warrants that it will use all reasonable efforts to ensure the integrity of the DL and the security of the network providing access to Authorized Users. The Consortium Representatives and Consortium Members also warrant that they shall keep confidential from any third party any and all subscription, licensing, and pricing information provided by the Publisher, except as may be required in its capacity as an administrator for a consortium of subscribing institutions or as required by law.
16. Privacy Rights. The Licensor will not, without the prior written consent of the Parties, Consortium Members 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 Agreement.
17. Term and Termination. The term of this agreement will be for a 12-month period as provided in clause 4. In the event of termination or expiration, the Consortium Representatives may not be entitled to any refund or prorated portion of the Subscription Fees paid before the request for termination.
18. Post-Cancellation Perpetual Access. Upon termination of this Agreement, and upon written request from a Consortium Member, the Publisher will provide the Consortium Member and their Authorised Users with access to the full text of the Licensed Material which was published and paid for during the term of this Agreement either through the ACM DL platform (<http://dl.acm.org>), Portico, CLOCKSS or other means mutually agreed upon by the Publisher and the Consortium Member. Consortium Members requesting Post-Cancellation Access (PCA) services agree to provide the Publisher with a complete list of current IP Addresses registered for its institution at the time subscription access is terminated and PCA services are activated. All IP information provided will remain valid for the duration of the Consortium Member's post-cancellation access, and no further changes or updates to this information will be made by the Publisher. The full text of the electronic files may not be resold at any time; this remains in effect in perpetuity. Consortium Members will be required to sign a



separate Post-Cancellation License Agreement with the Publisher. Continuing post cancellation access is subject to the terms and conditions of use of this License.

19. Persons with Visual, Perceptual or Physical Disabilities. The ACM Digital Library uses the Open-Source Content Management System Plone and has been designed to be completely accessible and usable, working in accordance with the Web Content Accessibility Guidelines (WCAG v1.0). Please also see ACMs VPAT (Voluntary Product Accessibility Template) form attached as part of Appendix B.
20. Amendments. All amendments and modifications to this Agreement shall be made in writing and be signed by duly authorized representatives of both parties.
21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the province of the Consortium Representatives, 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 province of the Consortium Representative. If the parties disagree over an interpretation of this Agreement or whether a party or a Consortium Member is in breach of any part of this Agreement, the parties and any such Consortium 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 other such means.
22. Assignment. This Agreement may not be assigned by any party to any other person or organization, nor may either party sub-contract any of its obligations, without the prior written consent of the other party.

The parties hereby agree to the above terms,



Signatures

FOR THE LICENSOR: **ASSOCIATION FOR COMPUTING MACHINERY (ACM)**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSEE AND MEMBER INSTITUTIONS: **BUREAU DE COOPÉRATION
INTERUNIVERSITAIRE (BCI)**

Name: _____

Position / Title: _____

Signature: _____

Date: _____



FOR THE LICENSOR: ASSOCIATION FOR COMPUTING MACHINERY (ACM)

Name: _____

Position / Title: _____

Signature: _____

Date: _____

**FOR THE LICENSEE AND MEMBER INSTITUTIONS: BRITISH COLUMBIA ELECTRONIC LIBRARY
NETWORK (BC ELN)**

Name: Reba Ouimet _____

Position / Title: Licensing Coordinator _____

Signature: _____

Date: _____



FOR THE LICENSOR: ASSOCIATION FOR COMPUTING MACHINERY (ACM)

Name: _____

Position / Title: _____

Signature: _____

Date: _____

**FOR THE LICENSEE AND MEMBER INSTITUTIONS: COUNCIL OF ATLANTIC ACADEMIC
LIBRARIES / CONSEIL DES BIBLIOTHÈQUES POSTSECONDAIRES DE L'ATLANTIQUE
(CAAL/CBPA)**

Name: _____

Position / Title: _____

Signature: _____

Date: _____



FOR THE LICENSOR: ASSOCIATION FOR COMPUTING MACHINERY (ACM)

Name: _____

Position / Title: _____

Signature: _____

Date: _____

**FOR THE LICENSEE AND MEMBER INSTITUTIONS: COUNCIL OF PRAIRIE AND PACIFIC UNIVERSITY
LIBRARIES (COPPUL)**

Name: _____

Position / Title: _____

Signature: _____

Date: _____



FOR THE LICENSOR: ASSOCIATION FOR COMPUTING MACHINERY (ACM)

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSEE AND MEMBER INSTITUTIONS: BC Libraries Co-operative

Name: _____

Position / Title: _____

Signature: _____

Date: _____



FOR THE LICENSOR: ASSOCIATION FOR COMPUTING MACHINERY (ACM)

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSEE AND MEMBER INSTITUTIONS: ONTARIO COLLEGES LIBRARY SERVICES (OCLS)

Name: _____

Position / Title: _____

Signature: _____

Date: _____



FOR THE LICENSOR: ASSOCIATION FOR COMPUTING MACHINERY (ACM)

Name: _____

Position / Title: _____

Signature: _____

Date: _____

**FOR THE LICENSEE AND MEMBER INSTITUTIONS: ONTARIO COUNCIL OF UNIVERSITY LIBRARIES
(OCUL)**

Name: _____

Position / Title: _____

Signature: _____

Date: _____



FOR THE LICENSOR: ASSOCIATION FOR COMPUTING MACHINERY (ACM)

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE LICENSEE AND MEMBER INSTITUTIONS: THE ALBERTA LIBRARY (TAL)

Name: _____

Position / Title: _____

Signature: _____

Date: _____