



CONSORTIUM SUBSCRIPTION ACCESS AGREEMENT

Explanatory note for Consortium

(This note does not form part of the legally binding agreement)

The following is a single framework agreement to cover purchase models for access to the OUP online products that are offered under this agreement.

With the benefit of this framework agreement, you may efficiently make further purchases of our online products which purchases will automatically be governed by the terms of this agreement, without having to renew the agreement annually and without the need to maintain in a Schedule to the agreement a regularly updated list of publications with their start and end dates (although we can do this if it is important to you).

If you have any queries about the scope of the agreement, please contact susan.goodgion@oup.com.

COMMERCIAL TERMS

A. EFFECTIVE DATE: 1st of July 2023

B. PUBLISHER: THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF OXFORD trading as OXFORD UNIVERSITY PRESS USA of 198 Madison Avenue, New York, NY 10016, USA.

CONSORTIUM REPRESENTATIVES: The following parties, each of whom are authorised to represent their respective Members:

- **Université de Montréal (c/o Partenariat des bibliothèques universitaires du Québec)**, a duly incorporated legal person, having its registered office at 2900 Édouard-Montpetit, in Montréal, Québec H3T 1J4, represented herein by Mrs. Stéphanie Gagnon, Director General of Libraries, duly authorized,
- **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),
- **BC Libraries Cooperative**, Suite 320, 185-911 Yates Street, Victoria, BC, CANADA V8V 4Y9 (BCLIB)
- **Council of Atlantic Academic University Libraries / Conseil des bibliothèques POST-Secondaries de l'Atlantique**, 120 Western Parkway, Suite 202, Bedford, NS, CANADA B3B 0V2 (CAAL/CBUA),
- **Council of Prairie and Pacific University Libraries**, 301-3301 Douglas St. Victoria, BC CANADA V8Z 3L2, (COPPUL),
- **Ontario Colleges Library Services**, 789 Don Mills Road Suite 701 Toronto ON CANADA M3C 1T5 (OCLS),
- **Ontario Council of University Libraries**, 130 St. George St., Toronto, ON, CANADA M5S 1A5 (OCUL). OCUL is an affiliate of the COU Holding Association Inc. (“**Council of Ontario Universities**”) and OCUL has appointed the Council of Ontario Universities to act as its representative in procuring and administering the business terms of this Agreement, as set out in Schedule B
- **The Alberta Library**, Room 6-14, Sir Winston Churchill Square, Edmonton, AB, CANADA T5J 2V5 (TAL)

(The Publisher 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 respective Members.

- C. CONSORTIUM:** 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 Agreement on their behalf, hereinafter known as the "Members" and listed in Schedule B.

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

- D. MEMBER:** Each institution of the Consortium named in Schedule B, as amended from time to time in accordance with the terms of this Agreement (collectively, "**Members**").
- E. PUBLICATION(S):** The Online Products published online by the Publisher that are selected and subscribed to by each Member respectively, and that are (i) listed in Schedule B; and/or (ii) listed in an invoice relating to this Agreement; and/or (iii) as otherwise agreed in writing by the Publisher and the Consortium Representative.
- F. CHARGES:** The charges payable to the Publisher by the Paying Party (Consortium Representative) for (i) access to the Publications, (ii) Hosting Fees, if relevant, (iii) Update Fees, if relevant, and (iv) Renewal Fees, if relevant, as such Charges are set out in (a) Schedule B; and/or (b) an invoice relating to this Agreement; and/or (c) as otherwise notified to the Consortium in writing.
- G. PAYING PARTY:** Each Consortium Representative on behalf of their respective Members.
- H. TERM:** Notwithstanding the date of signature, the term of this Agreement shall commence on July 1st 2023 and will continue thereafter until terminated in accordance with its terms. For purposes of clarity, this Agreement will apply to all orders for Publications placed by a Consortium Representative on behalf of a Member that are accepted by the Publisher during the Term.
- I. 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.

EACH CONSORTIUM REPRESENTATIVE WARRANTS THAT IT IS AUTHORISED TO ACT AS AGENT FOR EACH AND EVERY MEMBER OF THEIR CONSORTIUM.

THE PUBLISHER, THE CONSORTIUM REPRESENTATIVES AND EACH MEMBER (THROUGH THE AGENCY OF THE CONSORTIUM REPRESENTATIVES) EACH ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH INCORPORATES THE ATTACHED SCHEDULES, EXHIBITS AND ANNEXES. REFERENCES TO "MEMBER" SHALL BE CONSTRUED AS A REFERENCE TO EACH AND EVERY MEMBER INDIVIDUALLY.

****SIGNATURE PAGES TO FOLLOW****

Signatures

FOR THE PUBLISHER: **OXFORD UNIVERSITY PRESS USA**

Name: David Hayden

Position / Title: Regional Sales Manager

Signature: _____

Date: _____

FOR THE CONSORTIUM REPRESENTATIVE AND EACH OF ITS MEMBERS: **UNIVERSITÉ DE MONTRÉAL (c/o Partenariat des bibliothèques universitaires du Québec)**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE PUBLISHER: **OXFORD UNIVERSITY PRESS USA**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE CONSORTIUM REPRESENTATIVE AND EACH OF ITS MEMBER INSTITUTIONS:
BRITISH COLUMBIA ELECTRONIC LIBRARY NETWORK (BC ELN)

Name:

Position / Title:

Signature:

Date: November 30, 2023 _____

FOR THE PUBLISHER: **OXFORD UNIVERSITY PRESS USA**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE CONSORTIUM REPRESENTATIVE AND EACH OF ITS MEMBER INSTITUTIONS:
**COUNCIL OF ATLANTIC ACADEMIC LIBRARIES / CONSEIL DES BIBLIOTHÈQUES
POST-SECONDAIRES DE L'ATLANTIQUE (CAAL/CBPA)**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE PUBLISHER: **OXFORD UNIVERSITY PRESS USA**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE CONSORTIUM REPRESENTATIVE AND EACH OF ITS MEMBER INSTITUTIONS:
COUNCIL OF PRAIRIE AND PACIFIC UNIVERSITY LIBRARIES (COPPUL)

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE PUBLISHER: **OXFORD UNIVERSITY PRESS USA**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE CONSORTIUM REPRESENTATIVE AND EACH OF ITS MEMBER INSTITUTIONS:
BC Libraries Co-operative

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE PUBLISHER: **OXFORD UNIVERSITY PRESS USA**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE CONSORTIUM REPRESENTATIVE AND EACH OF ITS MEMBER INSTITUTIONS:
ONTARIO COLLEGES LIBRARY SERVICES (OCLS)

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE PUBLISHER: **OXFORD UNIVERSITY PRESS USA**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE CONSORTIUM REPRESENTATIVE AND EACH OF ITS MEMBER INSTITUTIONS:
ONTARIO COUNCIL OF UNIVERSITY LIBRARIES (OCUL)

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE PUBLISHER: **OXFORD UNIVERSITY PRESS USA**

Name: _____

Position / Title: _____

Signature: _____

Date: _____

FOR THE CONSORTIUM REPRESENTATIVE AND EACH OF ITS MEMBER INSTITUTIONS:
THE ALBERTA LIBRARY (TAL)

Name: _____

Position / Title: _____

Signature: _____

Date: _____

CONSORTIUM REPRESENTATIVE TERMS AND CONDITIONS

1 COMMENCEMENT AND MEMBERS TERMS AND CONDITIONS

- 1.1 This Agreement will commence July 1, 2023 and will continue thereafter for the Term, unless sooner terminated in accordance with the terms and conditions hereunder. For purposes of clarity, this Agreement will apply to all orders for Publications placed by a Consortium Representative on behalf of a Member that are accepted by the Publisher during the Term.
- 1.2 Regardless of when this Agreement commences or terminates, the Members and Authorised Users may not access a Publication outside of the Publication Term for that Publication unless the Publisher expressly permits such access, which in any case will be subject to the posted privacy policy and terms of the relevant Publication(s).
- 1.3 An order made pursuant to this Agreement will be deemed to be accepted when the Publisher issues a written acceptance of the order (which may be by email).

2 DEFINITIONS

- 2.1 In this Agreement, the following expressions will have the following meanings:

“Authorised User”	as defined in the Member Terms and Conditions
"Charges"	as defined at “Charges” in the Commercial Terms above
“Consortium Representative”	as defined at “Consortium Representative” in the Commercial Terms above
"Member"	as defined at “Member” in the Commercial Terms above
“Member Terms and Conditions”	the terms and conditions attached to this Agreement as Schedule A, which govern the access and use of the Publications by each Member and its Authorised Users.
“Hosting Fees”	as defined in the Member Terms and Conditions
“Online Products”	as defined in the Member Terms and Conditions
“Paying Party”	as defined at “Paying Party” in the Commercial Terms above
“Perpetual Access Publication”	as defined in the Member Terms and Conditions
<u>“Personal information”</u>	<u>Designates any information whose access is subject to one or several restrictions for the purpose of this Contract and any information for which the access is restricted under any Canadian federal or provincial legislation such as the <i>Freedom of Information and Protection of Privacy Act</i> or the <i>Act respecting Access to documents held by public bodies and Protection of personal information (RLRO, Chapter A-2.1)</i></u>
“Publications”	as defined at “Publications” in the Commercial Terms above
“Publication Term”	as defined in the Member Terms and Conditions
“Renewal Fees”	the fees payable for renewal of access to Subscription Publications as further described in Clause 5.4 below
"Subscription End Date"	as defined in the Member Terms and Conditions
"Subscription Period"	as defined in the Member Terms and Conditions
“Subscription Publication”	a Publication which is purchased on a subscription basis

"Term"	as defined at "Term" in the Commercial Terms above
"Update Fees"	as defined in the Member Terms and Conditions

3 RESPONSIBILITIES OF THE PUBLISHER

- 3.1 In consideration of the payment by the Paying Party of the relevant Charges due with respect to a given Member, the Publisher agrees to provide that Member and its Authorised Users with access to the Publications for the relevant Publication Term(s) in accordance with the Member Terms and Conditions of this Agreement.
- 3.2 The Publisher may at any time withdraw access to any Member that is in breach of the Member Terms and Conditions or whose Charges have not been paid as due. For the avoidance of doubt any such withdrawal of access will not entitle the Consortium Representative or Member to any rebate of Charges.
- 3.3 The Publisher agrees to make available to the Consortium Representatives the monthly usage statistics on an annual basis that are made available to all Members pursuant to Clause 4.2 of the Member Terms and Conditions.

4 RESPONSIBILITIES OF THE CONSORTIUM REPRESENTATIVE

- 4.1 The Consortium Representative agrees and undertakes to procure that each of its Members shall agree to the Member Terms and Conditions (whether directly or through the agency of the Consortium Representative, as applicable).
- 4.2 The Consortium Representative shall, prior to the Publication Term, provide to the Publisher the relevant access control details relating to each of its Members, and the Consortium Representative shall notify the Publisher in writing of any changes to such details.
- 4.3 The Consortium Representative agrees to inform its Members of the availability of the Publications as part of the regular renewal process.
- 4.4 If any Member of the Consortium wishes, *in the case of an existing Member*, to add one or more Publication(s) to their agreement with the Publisher part way through the relevant Publication Term(s) or, *in the case of a new Member*, to have access to one or more Publication(s) part way through the relevant Publication Term, then, in either of the foregoing cases, the Consortium Representative will notify the Publisher thereof in writing and Schedule B will be deemed amended accordingly. In such event:
 - 4.4.1 The corresponding Charges for access to any Online Product(s) will be calculated on a pro-rata basis for the unexpired portion of the relevant Publication Term for such Online Product(s), and in each of the foregoing cases such Charges shall be paid by the Paying Party.
 - 4.4.2 In consideration for payment of such Charges, the Publisher will agree to the Member Terms and Conditions with that Member (through the agency of the Consortium Representative, as applicable) for the remainder of the Publication Term.
 - 4.4.3 Promptly following the Consortium Representative providing the Publisher the relevant access control details relating to such new member, the Publisher will provide such new member with access to the Publication(s) for the remainder of the Publication Term in accordance with this Agreement and the Member Terms and Conditions.
- 4.5 Subscriptions as indicated in Schedule B will automatically terminate at the end of the Subscription Period unless the Parties have previously agreed to renew the subscriptions.

- 4.6 The Consortium Representative will provide the Publisher with a revised Schedule B listing the names of the Consortium's Members wishing to purchase access to any of the Publications for the next year of the Term, together with a list of the Publications selected by such Members for the following year, and Schedule B shall be deemed amended accordingly and, upon payment of the relevant Charges by the Paying Party, the Member Terms and Conditions with respect to each such Member and its Authorised Users for access to and use of the Publications for that next year will be deemed agreed (through the agency of the Consortium Representatives, in the case of the Members).

5 PAYMENT OF THE CHARGES

- 5.1 In consideration of the Publisher granting access to and permitting use of the Publications by Members and their Authorised Users as provided in this Agreement, the Paying Party shall pay the Charges due to the Publisher for each Publication in each year of the Term within 60 days of receipt of an appropriate invoice.
- 5.2 The Consortium Representative agrees to pay the Publisher the Charges irrespective of whether the Consortium collects any payment from any/all of the Members. If the Consortium Representative fails to pay such sums to the Publisher, the Publisher may suspend access to any or all Publications or any portion thereof or may terminate this Agreement without liability to the Consortium Representative or to any Member. The Publisher's rights specified in this Clause are in addition to any rights and remedies that may be available in law or equity.
- 5.3 No later than 60 days before the end of the Subscription Period for that Publication, the Publisher and the Consortium Representatives shall negotiate in good faith the Renewal Fees for a new term. The Consortium Representatives will subsequently have two months to inform the Members of the new fees and term and collect the Members' subscription response. Once the Consortium Representatives have advised the Publisher of the confirmed subscriptions, the Publisher shall invoice the Paying Party for this amount. Upon payment of such Renewal Fees, the Subscription Period will be extended by that further period. Payment for that period will be due to the Publisher within 60 days from the date of the invoice.
- 5.4 The Charges and any Renewal Fees may be increased if agreed upon by all Parties during the renewal negotiations to reflect, without limitation and as applicable, changes to the Publications, and/or the potential number of Authorised Users.
- 5.5 Notwithstanding any other provision of this Agreement, the Publisher will not be obliged to grant access to a Publication, or continue to grant access to a given Member, until the relevant Charges and Renewal Fees for the relevant Subscription Period have been received by the Publisher.
- 5.6 Unless expressly stated to the contrary in this Agreement, all amounts referred to in this Agreement will be interpreted as being amounts exclusive of value added tax, goods and services tax and any similar sales or excise tax ("Sales Tax"). Any Sales Tax payable in relation to any such amounts shall be added at the prevailing rate, as applicable, and paid by the Paying Party following delivery of a valid invoice from Publisher.
- 5.7 The Paying Party shall pay all amounts due to the Publisher without any deduction and/or withholding other than such amount (if any) it is required to deduct and/or withhold by law and/or upon other direction of any tax authority. In the event that the Paying Party is required to make such deduction and/or withholding, the Paying Party shall notify Publisher before any such deduction and/or withholding is made and paid to the authority concerned and, further, shall, at the written request of the Publisher, do all things in its power that may be necessary to enable or assist the Publisher to claim exemption or preferential rate therefrom under any double taxation and/or similar agreement and/or convention from time to time in force and shall provide the Publisher at the time of payment with such evidence as the Paying Party may possess and as may be reasonably required by the Publisher as to the deduction and payment of the tax and/or of the sums withheld.

6 ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 6.1 Each Consortium Representative and each Member acknowledge that, as between the Publisher, the Consortium Representatives, and the Member, all copyrights, patent rights, trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Publications, and the Publisher's trademarks OXFORD, and OXFORD UNIVERSITY PRESS (collectively the "Publisher Intellectual Property"), are owned or controlled by Publisher, and the Consortium Representative and the Member further acknowledges that this Agreement does not convey to the Consortium Representative or the Member any right, title, or interest therein except for the right to access and use, and permit its Authorised Users to access and use, the Publications in accordance with the terms and conditions of this Agreement.
- 6.2 Each Member acknowledges that neither it nor any of its Authorised Users may create any derivative work based on the Publications without the prior written permission of the Publisher.

7 ETHICAL CONDUCT

- 7.1 Each Member represents and warrants that it shall not act, or omit to act, in such a way as to give rise to a breach by it, or any of its Affiliates, of any applicable law related to fraud, bribery, corruption or any related matter.
- 7.2 Each Member represents and warrants that it shall not offer, promise, pay, give or authorise (tacitly or otherwise) any financial or other advantage, on behalf of the Publisher:
- 7.2.1 to any person in order to induce that person improperly to perform a function or activity in connection with a business or organization, a person's employment, or a public function; or
 - 7.2.2 to any Official to influence that Official in connection with obtaining business or a business advantage for them or for any of the Publisher or its Affiliates.
- 7.3 Each Member shall maintain adequate procedures designed to prevent any persons who perform services for them or on their behalf from undertaking the activities described in Clause 7.2 above to obtain or retain business or a business advantage for them or for any of the Publisher or its Affiliates.
- 7.4 Each Member shall promptly report any apparent breach of Clauses 7.1 or 7.2 to the Publisher.
- 7.5 Each Member shall comply with the OUP Partner Code of Conduct included in Annex 1 and as updated by the Publisher from time to time, in the execution of any services for or on behalf of the Publisher.
- 7.6 The Publisher shall have the right to terminate this Agreement immediately on written notice, without liability, for breach of Clauses 7.1 or 7.2.
- 7.7 In this Clause 7:
- 7.7.1 "Official" means (a) an individual who holds a legislative, administrative, or judicial position of any kind of any country or territory, or any subdivision of any country or territory; (b) any person who performs public functions in any branch of any national, local or municipal government or who exercises a public function for any public agency or public enterprise; and (c) an official or agent of a public international organisation, such as the UN or the World Bank;
 - 7.7.2 "Affiliate" shall mean, in relation to a party, a person who is, from time to time, a subsidiary or parent of that party, or is a subsidiary of that party's parent; and
 - 7.7.3 the record keeping, audit and other related provisions set out in Clause 7.8 shall continue for six years after termination of this Agreement.

7.8 Each Member shall:

7.8.1 maintain accurate and complete records of all expenditures related to performance of this Agreement and the steps taken by the Consortium Representative to take adequate procedures pursuant to Clause 7.3 and make such records available to the Publisher, its advisors and auditors on reasonable notice;

7.8.2 co-operate with the Publisher and its third party representatives both in relation to any investigation in respect of matters relating to fraud, bribery, corruption or any related matter, and in case of any reasonably suspected breach of this Clause 7; and

7.8.3 answer, in reasonable detail, any written or oral inquiry from the Publisher related to the Member's compliance with this Clause 7.

8 TERMINATION

8.1 If a Party commits a material breach of this Agreement (and in the case of a breach capable of remedy fails to remedy the same within 30 days of a written request from the other party to do so), then the other Party may terminate this Agreement with immediate effect by giving the breaching Party written notice of termination. Termination of this Agreement by the Publisher due to a breach by the Paying Party of Clause 5.1 above, or Clauses 2.3 and 3.3 of the Member Terms and Conditions will also entitle the Publisher to terminate each Member's access pursuant to this Agreement, irrespective of whether the Paying Party has made any payment to the Publisher in respect thereof. The rights in this Clause are in addition to any rights and remedies that may be available in law or equity.

8.2 The Publisher reserves the right to withdraw from the Publications and/or cease providing hosting services for content that it no longer retains the right to provide or that it determines may be unlawful, defamatory, obscene, harmful, false, infringing or otherwise objectionable without incurring any liability to the Consortium Representative or the Member. If withdrawn material (i) is not replaced, or (ii) is not provided by the new publisher, or (iii) is not provided by a third party archive, and (iii) represents more than 5% of the total Publications, the Publisher shall make a pro rata refund of part of the Charges, taking into account the amount of material withdrawn and the remaining un-expired portion of the Subscription Period.

8.3 Termination of this Agreement for whatever reason shall not affect the liabilities or obligations of the parties accruing up to the date of termination.

9 REPRESENTATIONS AND WARRANTIES

9.1 The Publisher represents and warrants that it has the power to enter into this Agreement and to grant the access conferred herein to the Members and their respective Authorised Users, and that access to and use of the Publications pursuant to the terms of this Agreement and the Member Terms and Conditions does not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or contract right of any third party.

9.2 The Consortium Representative, on behalf of itself and each of its Members, represents and warrants that it has the power and authority to enter into and perform this Agreement; and that the signatory for the Consortium Representative has the full power and authority to sign this Agreement on behalf of the Consortium Representative and its Members and to bind the Consortium Representative and its Members to their respective obligations under this Agreement.

9.3 THE PUBLISHER PROVIDES ACCESS TO THE PUBLICATIONS ON AN "AS IS" BASIS. SAVE AS PROVIDED ABOVE AND TO THE EXTENT PERMITTED BY LAW, THE PUBLISHER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION THAT (I) THE PUBLICATIONS WILL BE OF SATISFACTORY QUALITY, SUITABLE FOR ANY PARTICULAR PURPOSE OR FOR ANY PARTICULAR USE UNDER SPECIFIED CONDITIONS, NOTWITHSTANDING THAT SUCH PURPOSE, USE, OR CONDITIONS MAY BE KNOWN TO

PUBLISHER; OR (II) THAT THE PUBLICATIONS WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) THAT THE MATERIAL PUBLISHED IN THE PUBLICATIONS IS EITHER COMPLETE OR ACCURATE.

- 9.4 IN NO CIRCUMSTANCES WILL THE PUBLISHER BE LIABLE TO THE CONSORTIUM REPRESENTATIVE OR ANY MEMBER, AUTHORISED USER, OR ANY THIRD PARTY FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH PUBLISHER DOES NOT HAVE DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORISED ACCESS, THEFT, OR OPERATOR ERRORS; NOR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR LOSS OF PROFITS, INCLUDING IN THE FOREGOING CASES, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSSES ARISING FROM INACCURACIES IN, OR CORRUPTION CAUSED BY, THE PUBLICATIONS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE ACCESS TO, OR INABILITY TO ACCESS THE PUBLICATIONS.
- 9.5 THE CONSORTIUM REPRESENTATIVE AGREES ON ITS OWN BEHALF AND ON BEHALF OF THE MEMBERS THAT THE ENTIRE LIABILITY OF THE PUBLISHER TO THE CONSORTIUM, MEMBERS AND/OR THE RESPECTIVE MEMBERS' AUTHORISED USERS ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE PUBLICATIONS WILL BE THE REFUND OF ANY SUMS ACTUALLY RECEIVED BY THE PUBLISHER UNDER THIS AGREEMENT FOR ACCESS TO THE RELEVANT PUBLICATIONS DURING THE TWELVE MONTH PERIOD IN WHICH THE CLAIM ARISES.
- 9.6 THE CONSORTIUM REPRESENTATIVE WARRANTS AND REPRESENTS TO THE PUBLISHER THAT IT HAS NOTIFIED EACH MEMBER THAT ACCESS TO THE PUBLICATIONS CAN ONLY BE PROVIDED BY THE PUBLISHER ON THE TERMS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE MEMBER TERMS AND CONDITIONS, AND THAT EACH MEMBER WILL BE PROVIDED WITH A COPY OF THE MEMBER TERMS AND CONDITIONS PRIOR TO THE START OF THE RELEVANT PUBLICATION TERM.
- 9.7 The Publisher shall defend, indemnify, and hold the Member harmless against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) asserted by third parties against the Member which arise out of any act or omission by the Publisher that constitutes a breach of the Publisher's warranties hereunder. This indemnity shall not cover the Member to the extent that a claim results from the Member negligence or wilful misconduct. This indemnity is conditional on the Member (a) as soon as reasonably practicable, giving written notice of the claim to the Publisher, specifying the nature of the claim in reasonable detail; (b) not making any admission of liability, agreement or compromise in relation to the claim without the prior written consent of the Publisher (c) giving the Publisher and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Member, so as to enable the Publisher and its professional advisers to examine them for the purpose of assessing the claim and (d) giving to the Publisher sole authority to avoid, dispute, compromise or defend the claim.

10 TAX COMPLIANCE

- 10.1 A Member shall not engage in any activity, practice or conduct which would constitute, or be regarded as, an offence under any law or regulation applicable to it, consisting of the fraudulent, or otherwise unlawful, evasion of any tax.

11 PRIVACY RIGHTS

- 11.1 The Publisher 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 or the Act respecting Access to documents held by public bodies and the Protection of personal information (RLRQ, Chapter A-2.1) – transfer any personal information of any Member or Authorized Users to any third party or use it for any purpose other than as described in this Agreement. The Publisher agrees to take all commercially reasonable measures to ensure the confidentiality of such information.

12 GENERAL

- 12.1 This Agreement is personal to the Consortium Representative and the respective Members (through the agency of the Consortium Representative) and neither this Agreement nor any of the rights or obligations under this Agreement may be assigned or sublicensed by the Consortium Representative or by any Member without the prior written consent of the Publisher. The Publisher may assign any or all of its rights and obligations under this Agreement to an affiliate, a successor to its business or a transferee of Publisher's right to publish and distribute any Publication(s). The rights and obligations of this Agreement will bind and benefit any successors and permitted assigns of the parties. Any attempted assignment in violation of this Clause will be null and void and of no force or effect.
- 12.2 Except where expressly stated otherwise, all notices required to be given under this Agreement will be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Agreement, or such other address as the party concerned may from time to time designate by notice pursuant to this Clause. Such notices will be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All notices to Publisher shall be marked for the attention of the Group Legal Director. All notices to the Consortium Representative shall be marked for the attention of the contact named in Schedule B of this Agreement.
- 12.3 This Agreement constitutes the entire agreement of the Parties about its subject matter, supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter. The terms and conditions of this Agreement may only be varied by an authorised official of the Publisher, in writing. Except as provided above, the terms and conditions of this Agreement override all conditions provided by the Consortium Representative or any Member.
- 12.4 Subject to the requirements of any laws local to the Parties: this Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all the counterparts will together constitute the one agreement; and the Parties agree to be bound by photocopy, scanned, facsimile, electronic or other copies, which will have the same effect for all purposes as an ink-signed original.
- 12.5 This Agreement may be amended:
- 12.5.1 by the Publisher, in its sole discretion, provided that the Publisher shall use reasonable endeavours such that the Consortium Representative will have thirty (30) days' prior written notice of any such proposed amendment and the Consortium Representative will have the option to terminate this Agreement by delivery to the Publisher of a written notice of the Consortium's election to terminate this Agreement received by the Publisher within sixty (60) days of receipt of such notice; and
- 12.5.2 by agreement in writing executed by all parties.
- Notice of any proposed amendments to this Agreement may be delivered to the Consortium Representative by the Publisher electronically through email.
- 12.6 Notwithstanding anything to the contrary herein, neither the Consortium Representative nor the Publisher will be responsible to the other for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this Clause, the Parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.
- 12.7 No provision in this Agreement is intended to be enforceable by any third party.

- 12.8 The rights of the Parties arising under this Agreement will not be waived except in writing. Any waiver of any of a Party's rights under this Agreement or of any breach of this Agreement by the other Party will not be construed as a waiver of any other rights or of any other further breach.
- 12.9 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

SCHEDULE A – MEMBER TERMS AND CONDITIONS

1. COMMENCEMENT, DEFINITIONS, AND ANNEXES

1.1 In these Member Terms and Conditions, the following expressions will have the following meanings:

“Authorised User”	an individual who is authorised by the Member to access the Member's information services available through the Member's Secure Network, <u>and</u> who are (i) full and part time students, faculty and employees (including permanent, temporary, contract or visiting) and researchers associated with the Member, regardless of physical location of such persons; retired faculty and staff; all registered patrons of the Member, in each case who are authorized to access the Publications. Researchers associated with the Member include research done in the usual course in the pursuit of a degree, use in a classroom setting, instructional (i.e., educational and training), research done by students and faculty which is funded by Member, a government agency or non-profit research foundations, and (ii) intended for publication in publicly available literature. For the purposes of this Agreement, where (i) and (ii) above have been satisfied, product use by Member's students, faculty and employees at Member's technology transfer office shall qualify as Academic Research. 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 subscription by another institution.
"Charges"	the price payable by the Paying Party for access by the Member and its Authorised Users to the Publications
"Commercial Use"	use for the purposes of monetary reward (whether by or for the Member, an Authorised User, or any other person or entity) whether by means of sale, resale, loan, transfer, hire, or any other form of exploitation
"Concurrency Restriction"	for each Publication, respectively, the maximum number of permitted concurrent Authorised Users for that Publication, if applicable, as specified in Schedule B and/or in the relevant invoice and/or as otherwise agreed in writing
“Consortium Representatives”	As defined at “Consortium Representatives” in the Commercial Terms.
"Content-Specific Terms"	in relation to an article, chapter or any other portion of any Publication, the specific terms under which that material is published (for example, but not limited to, Creative Commons terms) and as specified on the website of the Publication
“Legal Notice”	for each Publication, the legal notice and/or terms of use of that Publication as specified on the website for the Publication in a document linked from the footer or header of the Publication's homepage
“Material”	any abstract, article, index, advertising, or other material contained in the Publications and accessed online

"Non-Commercial Text And Data Mining"	Text And Data Mining for the sole purpose of research for a non-commercial purpose
"Online Products"	the online version of Publisher's publications (excluding Journals) listed in (i) Schedule B to these Member Terms and Conditions; and/or (ii) an invoice relating to these Member Terms and Conditions and/or (iii) otherwise agreed in writing by both parties to be added to these Member Terms and Conditions
"Password(s)"	any password(s) given to the Member by the Publisher or created by or for the Member to access the Publication(s) and any other passwords or access control mechanisms required for Authorised Users to access the Secure Network
"Paying Party"	The Consortium Representative
"Permitted Use"	for each Publication, respectively, the permitted use of that Publication, as provided in Clause 2 of the Member Terms and Conditions and in the Legal Notice for that Publication
"Pre-Publication Titles"	any Publications which have not yet been published online as at the date on which the Member's order for such Publications is received by the Publisher
"Publications"	The Online Products published online by the Publisher that are (i) listed in Schedule B; and/or (ii) listed in an invoice relating to these Member Terms and Conditions; and/or (iii) as otherwise agreed in writing by the Publisher and the Consortium
"Publication Term"	as defined in Clause 2.1 of the Member Terms and Conditions
"Publisher"	The Chancellor, Masters, and Scholars of The University of Oxford trading as Oxford University Press
"Secure Network"	a network (whether a stand alone network or a virtual network within the Internet) which is accessible only to Authorised Users; without limitation, a cache server or any server or network which can be accessed by anyone other than Authorised Users is not a Secure Network
"Server"	either the Publisher's server or a third party server designated by the Publisher on which the Publications are mounted and through which the Member and its Authorised Users may gain access to the Publications by means of the World Wide Web
"Subscription End Date"	for each Subscription Publication, respectively, the date on which the subscription ends for that Publication (as specified in Schedule B and/or in the relevant invoice and/or as otherwise agreed in writing) or any subsequent date agreed in writing by the parties under the renewal process in these Member Terms and Conditions
"Subscription Period"	for each Subscription Publication, respectively, the period commencing on the Subscription Start Date for that

Publication and expiring on the Subscription End Date for that Publication as specified in Schedule B and/or in the relevant invoice and/or as otherwise agreed in writing) and subject to renewal for successive periods in accordance with these Member Terms and Conditions

"Subscription Publication"	a Publication which is purchased on a subscription basis
"Subscription Start Date"	for each Subscription Publication, respectively, the date the subscription starts for that Publication as specified in Schedule B and/or in the relevant invoice, or as otherwise agreed in writing
"Text And Data Mining"	in relation to any Publication(s) or any portion thereof, performing a computational analysis of anything recorded in that (those) Publication(s) or portion

- 1.2 The Member and its Authorised Users may not access a Publication outside of the Publication Term for that Publication unless the Publisher expressly permits such access, which will be subject to the terms of the Legal Notice(s) for the relevant Publication(s).
- 1.3 Any order placed by the Consortium Representative on behalf of the Member for access to the Publications will constitute an offer by the Member to purchase the Publications referred to therein on a subscription basis (as specified in the order) subject to the terms of these Member Terms and Conditions. The Consortium Representative is responsible for ensuring that the terms of its order(s) are complete and accurate.
- 1.4 An order made pursuant to this Agreement will be deemed to be accepted when the Publisher issues a written acceptance of the order (which may be by email).

2. GRANT OF ACCESS, PERMITTED USE AND LIMITATIONS ON USE

- 2.1 The Publisher hereby grants the Each Member and their Authorised Users the non-exclusive and non-transferable access to the Publications via a Secure Network for the purposes of private study, research, education, distance learning, teaching, and administrative use associated with the normal practices and activities of Members and consistent with Clause 2.3 below. Notwithstanding any other provisions of this Agreement, nothing shall in any way restrict or limit the ability of the Member, or Authorized Users to engage in or conduct any activity that is otherwise permitted under the Copyright Act of Canada including the fair dealing doctrine and exceptions for educational institutions and libraries permitted under the Copyright Act of Canada.
- 2.2 In these Member Terms and Conditions, "Publication Term" will mean for each Subscription Publication, the Subscription Period for that Publication; and
- 2.3 For each Publication, respectively, during the relevant Publication's Publication Term, the Member may allow its Authorised Users, on a non-exclusive and non-transferable basis (and in all cases subject to the remaining terms and conditions of these Member Terms and Conditions, including the restrictions listed in Clause 2.5 below) to:
 - 2.3.1 access the Server by means of a Secure Network to search the Publication and to view, retrieve, and display portions thereof;
 - 2.3.2 save and print out single copies of portions of the Publication for personal use;
 - 2.3.3 *if the Member is an academic institution*, incorporate links to the Publication in electronic course packs, course management systems and electronic reserves for use in connection with courses offered

by the Member for academic credit (provided that no person other than an Authorised User may use such links);

- 2.3.4 display, download or print, single copies of the Publications for the purpose of internal promotion or testing, or for training Authorized Users;
 - 2.3.5 distribute single copies of short excerpts of the Publications in print or electronic form to Authorized Users in a class for teaching purposes. For the avoidance of doubt, such classroom handouts shall include the distribution of a copy for teaching purposes to all individual student Authorized Users in a class at a Member.
 - 2.3.6 If the Publisher is hosting the Publications, the Publisher shall use all reasonable efforts to make the Publications available in accordance with level AA of the Web Content Accessibility Guidelines 2.1 (WCAG) and to Section 508 of the US Rehabilitation Act. In any event, a Publication shall be made available in accordance with any Voluntary Product Accessibility Template form issued by the Publisher in respect of such Publication. If, despite these efforts, any portion of a Publication is still not accessible such that a given Authorized User is not able to use such portion, the Member's Disability Resource Center or equivalent department should submit an accessibility request to the Publisher's Accessibility Resources team on behalf of the Authorized User. (Details on how to submit a request can be found on the Publisher's website, currently at the following URL - <https://global.oup.com/academic/rights/permissions/accessibility/?cc=gb&lang=en>), and the Publisher shall use reasonable efforts to identify and rectify any accessibility issues which are identified in any such VPAT.
- 2.4 *if the Member is an academic library or library which is part of a non-commercial organisation, supply another academic library or library which is part of a non-commercial organisation, on a non-exclusive basis and for the sole purpose of supplying an authorised patron of the recipient library with a single copy of an electronic original of an individual document from a Publication for that user's research or private study (and not for Commercial Use), provided that: (i) such copy is provided in response to the recipient library's request therefor; (ii) at the time of making the copy, the Member does not know, nor could it reasonably find out, the name and address of a person entitled to authorise the making of such copy; (iii) if the Member charges the recipient library for such copy, the sum charged is calculated by reference to the costs attributable to the production of the copy; and such supply must be by post, fax or secure electronic transmission using Ariel or its equivalent, whereby the electronic file is deleted and inaccessible after printing.*
- 2.5 Provided that nothing in these Member Terms and Conditions will limit the Member's or an Authorised Users' rights under applicable copyright laws, the Member and its Authorised Users may not:
- 2.5.1 undertake or carry out (or, in the Member's case, allow any Authorised User to undertake or carry out) any Text and Data Mining without the Publisher's prior written consent.
 - 2.5.2 remove or alter Publisher's copyright notices or other means of identification or disclaimers as they appear in the Publications;
 - 2.5.3 systematically make multiple printed or electronic copies of portions of the Publications for any purpose except as permitted by law or as authorised by Publisher;
 - 2.5.4 display or distribute or permit access to any part of the Publications via any method other than the Secure Network;
 - 2.5.5 permit anyone other than Authorised Users to access or use the Publications; and
 - 2.5.6 use all or any part of the Publications for any Commercial Use.

Furthermore, subject to Clause 2.5, with respect to each Publication, the rights granted in Clause 2.2 are subject to any relevant (a) Concurrency Restriction(s), (b) Legal Notice, and/or (c) Content-Specific Terms.

- 2.6 In the case of any conflict or ambiguity between:
- 2.6.1 the Permitted Use specified in this Clause 2 and the Permitted Use specified in the Legal Notice for any Publication, this Clause 2 will take precedence in respect of that Publication; and
 - 2.6.2 the Permitted Use and the Content-Specific Terms for any portion of any Publication, the Content-Specific Terms will take precedence in relation to that portion of the Publication.

3. ACCESS AND SECURITY

- 3.1 If the Publisher is hosting the Publications:
- 3.1.1 in order to provide access to Publications, the Publisher shall provide the Member with a customer number as necessary to enable the Member to set up and activate the Member's online access to the Publications; and
 - 3.1.2 in order to provide access to Online Products, the Consortium Representative shall provide, in the manner requested by the Publisher (which may include entering information in an online registration system), with the information needed to activate and maintain access to the Online Products, including prompt reporting of any additions, deletions or other alterations to the information supplied. Delay in provision of such information will not affect the commencement date of these Member Terms and Conditions, nor the Publication Term of any Publication.
- 3.2 The Member will obtain and maintain during the term of these Member Terms and Conditions at its cost all telecommunications and other equipment and software (including relevant licenses) needed to access the Publications online via the Member's Secure Network.
- 3.3 The Member shall maintain appropriate and reasonable policies, procedures and technical and organizational measures to ensure that the Publications and Password(s) are at all times used within the scope of the rights granted to the Member and its Authorised Users in these Member Terms and Conditions. In particular the Member shall notify all Authorised Users that the Publications are protected by copyright and the Authorised Users' access to and use of the Publications is subject to the restrictions and obligations contained in these Member Terms and Conditions.

The Member shall notify the Publisher immediately upon becoming aware of any of the following: (a) any loss, theft, or unauthorised use of any Password(s); (b) any breach of the Secured Network that could compromise the security or integrity of the Publications or Password(s); or (c) any breach by an Authorised User of these Member Terms and Conditions.

- 3.4 The obligations in this Clause 3 are designed to protect the security and authorised use of the Publications. The Publisher is reliant on the Member fulfilling its obligations under these Member Terms and Conditions in order to accomplish this goal and, accordingly, upon the Publisher's request, the Member shall terminate access to the Publications by any Authorised User whose actions or omissions contravene these Member Terms and Conditions.
- 3.5 The Publisher reserves the right to terminate or suspend the Member's access to the Publications or any portion thereof (in addition to any other available remedies) if:
- 3.5.1 the Publisher reasonably believes that any portion of the Publications is being accessed or used otherwise than in accordance with these Member Terms and Conditions (including, without limitation, in breach of this Clause 3 or Clause 2.4.3); provided that the Publisher will restore access when the matter has been resolved to the Publisher's reasonable satisfaction; or
 - 3.5.2 the Member commits a material breach of these Member Terms and Conditions.

4. RESPONSIBILITIES OF PUBLISHER

- 4.1 If the Publisher is hosting the Publications, the Publisher shall use all reasonable efforts:

- 4.1.1 to make each Publication available online to the Member throughout that Publication's Publication Term;
 - 4.1.2 to ensure that the Server has sufficient capacity and rate of connectivity to provide the Member with a quality of service consistent with current industry standards for publishers publishing materials online;
 - 4.1.3 to restore the Member's access to the Publications as soon as possible in the event of an interruption or suspension of the service; and
 - 4.1.4 to provide, or arrange for a third party to provide, customer support services to Authorised Users.
- 4.2 To the extent the following monthly usage reports are made available by the party hosting the Publication(s) on behalf of the Publisher (for clarity, this excludes any Publications self-hosted by the Member) and subject to the last sentence of this Clause, the Publisher will make available to the Member monthly usage reports throughout the Publication Term for each Publication, detailing the level of use of each Publication by the Member's Authorised Users per month. The Publisher shall use reasonable efforts to ensure that such usage reports are compliant with the most recent release of the COUNTER Code of Practice for Journals and Databases (available at http://www.projectcounter.org/code_practice.html). The Member acknowledges that the Publisher will not be able to provide accurate usage reports if the Member stores the Publication(s) on any cache or proxy server, or accesses the Publications through an agent gateway.

5. PAYMENT OF THE CHARGES

- 5.1 In consideration of the Publisher granting access to and permitting use of the Publications by the Member and its Authorised Users as provided in these Member Terms and Conditions, the Paying Party shall pay the Charges due to the Publisher in accordance with Clause 5 of the Member Representative Terms and Conditions.

6. ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Member acknowledges that, as between the Publisher and the Member, all copyrights, patent rights, trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Publications, and the Publisher's trademarks OXFORD, and OXFORD UNIVERSITY PRESS (collectively the "Publisher Intellectual Property"), are owned or controlled by Publisher, and the Member further acknowledges that this Agreement does not convey to the Member any right, title, or interest therein except for the right to access and use, and permit its Authorised Users to access and use, the Publications in accordance with the terms and conditions of this Agreement.
- 6.2 The Member acknowledges that neither it nor any of its Authorised Users may create any derivative work based on the Publications without the prior written permission of the Publisher.

SCHEDULE B – MEMBERS, PUBLICATIONS, AND CHARGES

BC ELN
Caroline Daniels
carolined@bceln.ca
W.A.C. Bennett Library, 7th Floor Simon Fraser University, 8888 University Drive
Burnaby
BC ELN
V5A1S6

Institution	Database	User Level	# of products (For OD & ORE)	VSI Collection	Price 2023	ORE Cost (if more than 1 Sub)
Alexander College	Oxford English Dictionary	Unlimited			\$522.00	
British Columbia Institute of Technology	Oxford English Dictionary	Unlimited			\$4,653.02	
Camosun College	Grove Dictionary of Art	3			\$2,704.86	
Camosun College	Grove Dictionary of Music	3			\$2,704.86	
Camosun College	Oxford English Dictionary	Unlimited			\$1,310.21	
Capilano University	Grove Dictionary of Art	3			\$2,704.86	
Capilano University	Grove Dictionary of Music	6			\$3,157.12	
Capilano University	Oxford English Dictionary	Unlimited			\$2,027.14	
College of the Rockies	Oxford English Dictionary	Unlimited			\$522.00	
Columbia College	Grove Dictionary of Art	Unlimited			\$2,674.42	
Columbia College	Oxford English Dictionary	Unlimited			\$522.00	
Douglas College	Grove Dictionary of Music	6			\$3,157.12	
Douglas College	Oxford English Dictionary	Unlimited			\$1,542.02	
Emily Carr University of Art and Design	Grove Dictionary of Art	Unlimited			\$3,157.12	
Emily Carr University of Art and Design	Oxford English Dictionary	Unlimited			\$522.00	
Emily Carr University of Art and Design	ORO Premium Collection	1			\$932.85	
Kwantlen Polytechnic University	Grove Dictionary of Art	1			\$2,135.19	
Kwantlen Polytechnic University	Oxford English Dictionary	Unlimited			\$3,368.49	
Langara College	Grove Dictionary of Art	Unlimited			\$4,744.38	
Langara College	Oxford Dictionaries – English	Unlimited			\$305.14	
Langara College	Oxford English Dictionary	Unlimited			\$1,309.66	
Langara College	Benezit Dictionary of Artists	Unlimited			\$1,889.67	
North Island College	ORO Premium Collection	1			\$932.85	
Northern Lights Community College	Oxford English Dictionary	Unlimited			\$522.00	
Okanagan College Library	Oxford English Dictionary	Unlimited			\$907.59	
Okanagan College Library	ORO Premium Collection	Unlimited			\$2,240.58	
Royal Roads University	Oxford English Dictionary	Unlimited			\$721.12	
Simon Fraser University	American National Biography	1			\$758.49	
Simon Fraser University	Grove Dictionary of Art	3			\$2,704.86	
Simon Fraser University	Grove Dictionary of Music	3			\$2,704.86	
Simon Fraser University	Oxford Dictionary of National Biography	3			\$2,936.41	
Simon Fraser University	Oxford English Dictionary	Unlimited			\$7,357.20	
Simon Fraser University	ORO Premium Collection	6			\$2,183.91	
The University of British Columbia	American National Biography	1			\$758.49	
The University of British Columbia	Grove Dictionary of Art	10			\$3,744.19	
The University of British Columbia	Grove Dictionary of Music	10			\$3,744.19	
The University of British Columbia	Oxford Dictionary of National Biography	3			\$2,936.41	
The University of British Columbia	Oxford English Dictionary	Unlimited			\$14,270.08	
The University of British Columbia	ORO Premium Collection	6			\$2,183.91	
The University of British Columbia	Very Short Introduction	Unlimited			\$9,021.64	
Thompson Rivers University	Oxford English Dictionary	Unlimited			\$2,995.18	
Trinity Western University	Grove Dictionary of Music	10			\$3,744.19	
Trinity Western University	Oxford English Dictionary	Unlimited			\$1,232.45	
Trinity Western University	ORO Premium Collection	6			\$2,183.91	
University of Northern British Columbia	Oxford English Dictionary	Unlimited			\$1,366.48	
University of the Fraser Valley	Oxford Dictionary of National Biography	3			\$2,936.41	

University of the Fraser Valley	Oxford English Dictionary	Unlimited			\$2,459.81
University of the Fraser Valley	ORO Premium Collection	6			\$2,183.91
University of Victoria	American National Biography	1			\$758.49
University of Victoria	Benezit Dictionary of Artists	10			\$1,861.89
University of Victoria	Grove Dictionary of Art	10			\$3,744.19
University of Victoria	Grove Dictionary of Music	3			\$2,704.86
University of Victoria	Oxford Dictionaries	6	9		\$3,543.08
University of Victoria	Oxford Dictionary of National Biography	3			\$2,936.41
University of Victoria	Oxford English Dictionary	Unlimited			\$6,008.57
University of Victoria	ORO Premium Collection	6			\$2,183.91
University of Victoria	Very Short Introductions Online	3		Full Collection	\$3,012.36
Vancouver Island University	Grove Dictionary of Music	3			\$2,704.86
Vancouver Island University	Oxford English Dictionary	Unlimited			\$2,401.53
Vancouver Island University	ORO Premium Collection	6			\$2,183.91
Yukon University	Oxford English Dictionary	Unlimited			\$522.00

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BC
V8V 4Y9
LZI

Institution	Database	User Level	# of products (For OD & ORE)	VSI Collection	Price 2023	ORE Cost (if more than 1 Sub)
St Paul's High School	Oxford Reference Premium (ORP)				\$522.00	
Burnaby Public Library	Oxford English Dictionary (OED)				\$2,807.81	

Ontario Council of University Libraries (OCUL)**Christa Foley**Christa.foley@ocul.on.ca**130 St. George Street****Toronto****Ontario****M5S1A5**

Institution	Database	User Level	# of products (For OD & ORE)	VSI Collection	Price 2023	ORE Cost (if more than 1 Sub)
Algoma University	Oxford English Dictionary				\$705.82	
Brock University	American National Biography	5			\$1,037.47	
Brock University	Dictionary of National Biography	6			\$4,131.34	
Brock University	Electronic Enlightenment	1			\$1,368.22	
Brock University	Grove Art Online	3			\$2,704.86	
Brock University	Grove Music Online	3			\$2,704.86	
Brock University	Oxford English Dictionary				\$6,658.67	
Brock University	Oxford Research Encyclopedias	D	1		\$2,501.04	\$2,501.04
Brock University	Oxford Reference Premium	5			\$2,183.91	
Carleton University	Dictionary of National Biography	3			\$2,936.41	
Carleton University	Grove Music Online	5			\$3,157.12	
Carleton University	Grove Art Online	8			\$3,744.19	
Carleton University	Benezit Dictionary of Artists	5			\$1,588.63	
Carleton University	Oxford English Dictionary				\$10,480.58	
Carleton University	Oxford Reference Premium	E			\$6,682.51	
Carleton University	Oxford Research Encyclopedias	3	4		\$1,346.86	\$5,387.44
Guelph, University of	Dictionary of National Biography	10			\$4,932.60	
Guelph, University of	Grove Art Online	8			\$3,744.19	
Guelph, University of	Grove Music Online	F			\$11,623.96	
Guelph, University of	Oxford English Dictionary				\$10,440.16	
Guelph, University of	Oxford Reference Premium	E			\$6,682.51	
Guelph, University of	Oxford Research Encyclopedias	3	1		\$1,495.99	\$1,495.99
Lakehead University	Dictionary of National Biography	1			\$1,940.62	
Lakehead University	Oxford English Dictionary				\$3,076.40	
Lakehead University	Oxford Reference Premium	5			\$2,183.91	
Laurentian University	Oxford English Dictionary				\$2,932.90	
McMaster University	American National Biography	1			\$758.49	
McMaster University	Dictionary of National Biography	1			\$1,940.62	
McMaster University	Grove Art Online	8			\$3,744.19	
McMaster University	Grove Music Online	3			\$2,704.86	
McMaster University	Oxford English Dictionary				\$12,672.70	
McMaster University	Oxford Reference Premium	5			\$2,183.91	
Nipissing University	Oxford English Dictionary				\$1,617.41	
Nipissing University	Oxford Reference Premium	5			\$2,183.91	
OCAD University	Very Short Introductions	1		Full Collection	\$1,641.42	
OCAD University	Grove Art Online	C			\$4,744.38	
Ottawa, University of	American National Biography	1			\$758.49	
Ottawa, University of	Benezit Dictionary of Artists	1			\$1,079.15	
Ottawa, University of	Dictionary of National Biography	3			\$2,936.41	
Ottawa, University of	Grove Art Online	1			\$2,135.19	
Ottawa, University of	Grove Music Online	3			\$2,704.86	
Ottawa, University of	Oxford English Dictionary				\$14,119.67	
Ottawa, University of	Oxford Reference Premium	5			\$2,183.91	
Ottawa, University of	Very Short Introductions	1		Law	\$162.10	
Queen's University	Dictionary of National Biography	3			\$2,936.41	
Queen's University	Electronic Enlightenment	1			\$1,368.22	
Queen's University	Grove Art Online	3			\$2,704.86	
Queen's University	Grove Music Online	1			\$2,135.19	
Queen's University	Oxford English Dictionary				\$11,424.23	
Queen's University	Oxford Reference Premium	5			\$2,183.91	

Queen's University	Oxford Bibliographies Online				\$14,266.92	
RMC	Dictionary of National Biography	1			\$1,940.62	
RMC	Oxford English Dictionary				\$699.63	
Toronto Metropolitan University (formerly Ryerson)	Grove Music Online	5			\$3,157.12	
Toronto Metropolitan University (formerly Ryerson)	Oxford English Dictionary				\$14,174.12	
Toronto Metropolitan University (formerly Ryerson)	Oxford Reference Premium	5			\$2,183.91	
Toronto Metropolitan University (formerly Ryerson)	Very Short Introductions	3		Full Collection	\$3,012.36	
Toronto, University of	American National Biography	1			\$758.49	
Toronto, University of	Dictionary of National Biography	6			\$4,131.35	
Toronto, University of	Grove Art Online	11			\$4,731.34	
Toronto, University of	Grove Music Online	14			\$5,553.23	
Toronto, University of	Oxford English Dictionary				\$23,321.55	
Toronto, University of	Oxford Reference Premium	7			\$2,863.93	
Toronto, University of	Very Short Introductions	U		Full Collection	\$9,021.64	
Trent University	Oxford English Dictionary				\$4,030.60	
Trent University	Oxford Research Encyclopedias	3	7		\$1,121.76	\$7,852.32
Trent University	Oxford Research Encyclopedias	1	1		\$746.61	\$746.61
Trent University	Grove Music Online	1			\$2,135.19	
Trent University	Oxford Reference Premium	3			\$1,612.85	
Trent University	Very Short Introductions	5		Full Collection	\$4,653.79	
Waterloo, University of	American National Biography	5			\$1,037.47	
Waterloo, University of	Benezit Dictionary of Artists	3			\$1,333.89	
Waterloo, University of	Dictionary of National Biography	3			\$2,936.41	
Waterloo, University of	Grove Art Online	3			\$2,704.86	
Waterloo, University of	Grove Music Online	5			\$3,157.12	
Waterloo, University of	Oxford English Dictionary				\$13,967.80	
Waterloo, University of	Oxford Medicine Online				\$524.37	
Waterloo, University of	Oxford Reference Premium	10			\$3,883.96	
Waterloo, University of	Oxford Research Encyclopedias	3	2		\$1,736.83	\$3,473.66
Waterloo, University of	Very Short Introductions	3		Full Collection	\$3,012.36	
Western University	American National Biography	5			\$1,037.47	
Western University	Benezit Dictionary of Artists	8			\$1,861.89	
Western University	Dictionary of National Biography	6			\$4,131.35	
Western University	Grove Art Online	8			\$3,744.19	
Western University	Grove Music Online	8			\$3,744.19	
Western University	Oxford English Dictionary				\$13,802.63	
Western University	Oxford Reference Premium	5			\$2,183.91	
Wilfrid Laurier University	Dictionary of National Biography	1			\$1,940.62	
Wilfrid Laurier University	Grove Music Online	5			\$3,157.12	
Wilfrid Laurier University	Oxford English Dictionary				\$7,394.72	
Wilfrid Laurier University	Oxford Reference Premium	5			\$2,183.91	
Wilfrid Laurier University	Very Short Introductions	1		Full Collection	\$1,641.42	
Windsor, University of	Oxford Handbooks Online Sub	D			\$4,706.59	
Windsor, University of	Dictionary of National Biography	1			\$1,940.62	
Windsor, University of	Grove Art Online	1			\$2,135.19	
Windsor, University of	Grove Music Online	5			\$3,157.12	
Windsor, University of	Oxford English Dictionary				\$6,019.86	
Windsor, University of	Oxford Reference Premium	D			\$5,335.55	
Windsor, University of	Very Short Introductions	1		Full Collection	\$1,641.42	
York University	African American Studies Center	1			\$680.02	
York University	American National Biography	5			\$1,037.47	
York University	Oxford Research Encyclopedias	E	1		\$3,001.24	\$3,001.24
York University	Dictionary of National Biography	3			\$2,936.41	
York University	Grove Art Online	3			\$2,704.86	
York University	Grove Music Online	3			\$2,704.86	
York University	Oxford Dictionaries	3	6		\$1,966.83	
York University	Oxford English Dictionary				\$15,755.84	
York University	Oxford Reference Premium	5			\$2,183.91	

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Institution	Database	User Level	# of products (For OD & ORE)	VSI Collection	Price 2023	ORE Cost (if more than 1 Sub)
Bibliothèque et archives nationales du Québec	Grove Art Online	5			\$2,525.76	
Bibliothèque et archives nationales du Québec	Grove Music Online	1			\$18,786.20	
Bibliothèque et archives nationales du Québec	Oxford English Dictionary	10			\$9,041.94	
Bibliothèque et archives nationales du Québec	Oxford Reference Premium	5			\$2,183.91	
Bishop's University	Grove Music Online	Unlimited			\$3,157.12	
Bishop's University	Oxford English Dictionary	Unlimited			\$763.73	
Bishop's University	Oxford Reference Premium	1			\$932.85	
Concordia University	Grove Art Online	5			\$3,157.12	
Concordia University	Grove Music Online	3			\$2,704.86	
Concordia University	Oxford English Dictionary				\$9,308.22	
Concordia University	Oxford Reference Premium	5			\$2,183.91	
Concordia University	Benezit Dictionary of Artists	5			\$1,588.63	
Concordia University	Dictionary of National Biography	3			\$2,936.41	
Université de Montréal	Dictionary of National Biography	3			\$2,936.41	
Université de Montréal	Grove Art Online	3			\$2,704.86	
Université de Montréal	Grove Music Online	8			\$3,744.19	
Université de Montréal	Oxford English Dictionary				\$12,994.47	
Université de Montréal	Oxford Reference Premium	5			\$2,183.91	
Université de Montréal	University Presses Scholarly Online	5	1		\$3,478.71	
Université de Sherbrooke	Grove Art Online	3			\$2,704.86	
Université de Sherbrooke	Grove Music Online	3			\$2,704.86	
Université de Sherbrooke	Oxford Research Encyclopedias	1	1		\$995.78	\$995.78
Université de Sherbrooke	University Presses Scholarly Online	5	1		\$3,478.71	
Université du Québec à Chicoutimi (UQAC)	Oxford Bibliographies Online Sub	B			\$546.63	
Université du Québec à Chicoutimi (UQAC)	Oxford Bibliographies Online Sub	B			\$455.53	
Université du Québec à Chicoutimi (UQAC)	Oxford Research Encyclopedias	3	1		\$1,495.99	\$1,495.99
Université du Québec à Montréal (UQAM)	Benezit Dictionary of Artists	3			\$1,333.89	
Université du Québec à Montréal (UQAM)	Electronic Enlightenment	1			\$1,368.22	
Université du Québec à Montréal (UQAM)	Grove Art Online	5			\$3,157.12	
Université du Québec à Montréal (UQAM)	Grove Music Online	3			\$2,704.86	
Université du Québec à Montréal (UQAM)	Oxford Bibliographies Online sub	D			\$735.23	
Université du Québec à Montréal (UQAM)	Oxford Bibliographies Online sub	D			\$735.23	
Université du Québec à Montréal (UQAM)	Oxford Bibliographies Online sub	D			\$735.23	
Université du Québec à Montréal (UQAM)	Oxford Dictionaries	1	3		\$588.48	
Université du Québec à Montréal (UQAM)	Oxford Handbooks Online Sub	D			\$2,524.20	
Université du Québec à Montréal (UQAM)	Oxford Reference Premium	3			\$1,612.87	
Université du Québec à Montréal (UQAM)	Oxford Research Encyclopedias	1	3		\$967.07	\$2,901.21
Université du Québec à Montréal (UQAM)	Oxford Research Encyclopedias	1	3		\$727.87	
Université du Québec à Montréal (UQAM)	University Presses Scholarly Online	5	1		\$3,478.71	
Université du Québec à Montréal (UQAM)	University Presses Scholarly Online	5	1		\$3,478.71	
Université Laval	Grove Art Online	3			\$2,704.86	
Université Laval	Grove Music Online	11			\$4,731.34	
Université Laval	Oxford English Dictionary				\$12,591.49	
Université Laval	Oxford Reference Premium	5			\$2,183.91	
Université Laval	Oxford Research Encyclopedias	3	1		\$1,495.99	\$1,495.99
Université TÉLUQ	Oxford Research Encyclopedias	Unlimited	1		\$1,495.99	\$1,495.99

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Institution	Database	User Level	# of products (For OD & ORE)	VSI Collection	Price 2023	ORE Cost (if more than 1 Sub)
Acadia University	Grove Music Online				\$4,744.38	
Acadia University	Oxford English Dictionary				\$1,452.07	
Cape Breton University	Oxford English Dictionary				\$2,023.50	
College of the North Atlantic	Oxford Reference Premium	A			\$2,240.58	
Dalhousie University	Dictionary of National Biography	3			\$2,936.41	
Dalhousie University	Grove Music Online	5			\$3,157.12	
Dalhousie University	Oxford Dictionaries	1	1		\$217.96	
Dalhousie University	Oxford English Dictionary				\$7,151.07	
Dalhousie University	Oxford World Classics	C			\$3,192.94	
Memorial University of Newfoundland	Dictionary of National Biography	3			\$2,936.41	
Memorial University of Newfoundland	Grove Art Online	1			\$2,135.19	
Memorial University of Newfoundland	Grove Music Online				\$8,540.76	
Memorial University of Newfoundland	Oxford English Dictionary				\$6,086.51	
Memorial University of Newfoundland	Oxford Bibliographies Online Sub	D	4		\$3,529.12	
Memorial University of Newfoundland	Oxford Reference Premium	5			\$2,183.91	
Memorial University of Newfoundland	World Shakespeare Bibliography	D			\$187.75	
Mount Allison University	Grove Music Online	B			\$3,157.12	
Mount Allison University	Oxford Dictionaries	B	1		\$514.37	
Mount Allison University	Oxford English Dictionary				\$852.96	
Mount Allison University	Oxford Bibliographies Online Sub	B	2		\$1,093.26	
Mount Saint Vincent University	Dictionary of National Biography	1			\$1,940.62	
Mount Saint Vincent University	Oxford English Dictionary				\$1,062.37	
St. Francis Xavier University	Oxford Bibliographies Online Sub	C	2		\$1,548.36	
St. Francis Xavier University	Oxford English Dictionary				\$1,625.42	
St. Marys University	Dictionary of National Biography	3			\$2,936.41	
St. Marys University	Oxford English Dictionary				\$2,175.00	
St. Marys University	Oxford Research Encyclopedias	3	1		\$1,495.99	
Université de Moncton	Grove Music Online	3			\$2,704.86	
Université de Moncton	Oxford English Dictionary				\$1,855.23	
Université Sainte-Anne	Oxford English Dictionary				\$522.00	
Université Sainte-Anne	Oxford Research Encyclopedias	1	1		\$995.78	
University of New Brunswick	Dictionary of National Biography	3			\$2,936.41	
University of New Brunswick	Oxford Reference Premium	5			\$2,183.91	
University of New Brunswick (UNB)	Oxford English Dictionary				\$3,943.56	
University of New Brunswick (UNB)	World Shakespeare Bibliography	D			\$375.49	
University of Prince Edward Island	Oxford English Dictionary				\$1,927.71	

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Institution	Database	User Level	# of products (For OD & ORE)	VSI Collection	Price 2023	ORE Cost (if more than 1 Sub)
Brandon University	Grove Dictionary of Music	3			\$2,704.86	
Brandon University	Oxford Dictionary of National Biography	1			\$1,940.62	
Brandon University	Oxford English Dictionary	Unlimited			\$990.99	
Canadian Mennonite University	Oxford English Dictionary	Unlimited			\$522.00	
Saskatchewan Polytechnic	ORO Premium Collection	Unlimited			\$2,240.58	
University of Manitoba	Benezit Dictionary of Artists	6			\$1,588.63	
University of Manitoba	Electronic Enlightenment	1			\$1,368.22	
University of Manitoba	Grove Dictionary of Art	6			\$3,157.12	
University of Manitoba	Grove Dictionary of Music	Unlimited			\$3,157.12	
University of Manitoba	Oxford Bibliographies Online Philosophy	Unlimited			\$1,088.91	
University of Manitoba	Oxford Bibliographies Online Renaissance	Unlimited			\$1,088.91	
University of Manitoba	Oxford Dictionary of National Biography	1			\$1,940.62	
University of Manitoba	Oxford Dictionaries	3	6		\$1,966.83	
University of Manitoba	Oxford English Dictionary	Unlimited			\$11,647.12	
University of Manitoba	ORE Religion – Subscription	6	1		\$2,000.83	
University of Regina	Grove Dictionary of Art	6			\$3,157.12	
University of Regina	Grove Dictionary of Music	6			\$3,157.12	
University of Regina	Oxford Dictionary of National Biography	1			\$1,940.62	
University of Regina	Oxford English Dictionary	Unlimited			\$4,913.06	
University of Regina	ORO Premium Collection	6			\$2,183.91	
University of Saskatchewan	Grove Dictionary of Art	3			\$2,704.86	
University of Saskatchewan	Grove Dictionary of Music	10			\$3,744.19	
University of Saskatchewan	Oxford Dictionaries	1	9		\$152.57	\$1,373.12
University of Saskatchewan	Oxford Dictionary of National Biography	1			\$1,940.62	
University of Saskatchewan	Oxford English Dictionary	Unlimited			\$7,794.97	
University of Saskatchewan	ORO Premium Collection	6			\$2,183.91	
University of Saskatchewan	Oxford Research Encyclopedias	3	5		\$6,734.30	
University of Saskatchewan	Very Short Introductions – Sub Sci & Math – Psych	1		Psychology	\$237.93	
University of Saskatchewan	Very Short Introductions – Sub Social Sci	Unlimited		Social Science	\$499.98	
University of Winnipeg	Oxford Bibliographies Online Classical Studies	Unlimited			\$774.18	
University of Winnipeg	Oxford Bibliographies Online Medieval Studies	Unlimited			\$774.18	
University of Winnipeg	Oxford English Dictionary	Unlimited			\$2,850.96	
University of Winnipeg	ORO Premium Collection	6			\$2,183.91	

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Institution	Database	User Level	# of products (For OD & ORE)	VSI Collection	Price 2023	ORE Cost (if more than 1 Sub)
Canadore	Oxford Reference Premium (ORP)	1			\$932.85	
Centennial College	Grove Art Online (GAO)				\$5,840.24	
Centennial College	Oxford English Dictionary (OED)				\$2,145.69	
George Brown College	Grove Art Online (GAO)	3			\$2,704.86	
George Brown College	Oxford Reference Premium (ORP)	5			\$2,183.91	
Georgian College	Grove Art Online (GAO)	C			\$5,840.24	
Georgian College	Oxford Handbooks Online (OHO) Sub	College			\$1,707.19	
Humber College	Grove Music Online (GMO)	3			\$2,704.86	
Humber College	Oxford English Dictionary (OED)				\$3,361.20	
Humber College	Oxford Reference Premium (ORP)	5			\$2,183.91	
Mohawk College	Grove Music Online (GMO)				\$2,479.45	
Seneca College	Oxford Reference Premium (ORP)	B			\$2,968.55	
Sheridan College	Grove Art Online (GAO)	D			\$5,840.24	
St. Lawrence	Oxford Dictionaries (OD)	A			\$305.14	

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Edmonton

Alberta

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Institution	Database	User Level	# of products (For OD and ORE)	VSI Collection	Price 2023	ORE Cost (if more than 1 Sub)
Alberta Legislature Library	Oxford English Dictionary	Unlimited			\$522.00	
Alberta Legislature Library	Oxford Reference Premium	Unlimited			\$2,240.58	
Alberta University of the Arts	Grove Art Online	Unlimited			\$2,674.42	
Alberta University of the Arts	Oxford English Dictionary	Unlimited			\$522.00	
Ambrose University College	Oxford English Dictionary	Unlimited			\$522.00	
Athabasca University	Grove Art Online	3			\$2,704.86	
Athabasca University	Grove Music Online	6			\$3,157.12	
Athabasca University	Oxford Dictionary of National Biography	Unlimited			\$5,664.39	
Athabasca University	Oxford English Dictionary	Unlimited			\$3,742.52	
Athabasca University	Oxford Reference Premium	6			\$2,183.91	
Burman University	Oxford English Dictionary	Unlimited			\$522.00	
Concordia University of Edmonton	Oxford Research Encyclopedia	Unlimited			\$1,495.99	
Edmonton Public Library	Oxford English Dictionary	Unlimited			\$7,363.39	
Grant MacEwan University	Grove Art Online	13			\$4,731.34	
Grant MacEwan University	Grove Music Online	3			\$2,704.86	
Grant MacEwan University	Oxford Bibliographies Classics	Unlimited			\$882.28	
Grant MacEwan University	Oxford Bibliographies Medieval	Unlimited			\$882.28	
Grant MacEwan University	Oxford Dictionary of National Biography	3			\$2,936.41	
Grant MacEwan University	Oxford English Dictionary	Unlimited			\$4,610.41	
Medicine Hat College	Oxford English Dictionary	Unlimited			\$522.00	
Mount Royal University	Grove Art Online	3			\$2,704.86	
Mount Royal University	Grove Music Online	3			\$2,704.86	
Mount Royal University	Oxford English Dictionary	Unlimited			\$4,021.50	
Mount Royal University	Oxford Reference Premium	Unlimited			\$5,335.55	
Mount Royal University	American National Biography	Unlimited			\$3,740.12	
Northern Lakes College	Oxford Dictionaries Online	Unlimited	1		\$305.14	
Northwestern Polytechnic	Oxford English Dictionary	Unlimited			\$522.00	
Red Deer Polytechnic	Oxford English Dictionary	Unlimited			\$656.11	
St. Mary's University (Alberta)	OBO British And Irish Literature	Unlimited			\$408.01	
St. Mary's University (Alberta)	Oxford Bibliographies Classics	Unlimited			\$408.01	
St. Mary's University (Alberta)	OBO Environmental Science	Unlimited			\$408.01	
St. Mary's University (Alberta)	OBO Evolutionary Biology	Unlimited			\$408.01	
St. Mary's University (Alberta)	OBO Literary and Critical Theory	Unlimited			\$408.01	
St. Mary's University (Alberta)	Oxford Bibliographies Medieval	Unlimited			\$408.01	
St. Mary's University (Alberta)	OBO Renaissance	Unlimited			\$408.01	
St. Mary's University (Alberta)	OBO Sociology	Unlimited			\$408.01	
St. Mary's University (Alberta)	Oxford Dictionary of National Biography	Unlimited			\$2,403.78	
St. Mary's University (Alberta)	Oxford English Dictionary	Unlimited			\$522.00	
The Banff Centre	Grove Music Online	Unlimited			\$2,674.42	
The King's University	Oxford English Dictionary	Unlimited			\$522.00	
University of Alberta	Grove Art Online	6			\$3,157.12	
University of Alberta	Grove Music Online	13			\$4,731.34	
University of Alberta	Oxford Dictionary of National Biography	10			\$4,932.60	
University of Alberta	Oxford English Dictionary	Unlimited			\$13,484.32	
University of Alberta	Oxford Reference Premium	6			\$2,183.91	
University of Calgary	Grove Art Online	6			\$3,157.12	
University of Calgary	Grove Music Online	3			\$2,704.86	
University of Calgary	Oxford Dictionary of National Biography	3			\$2,936.41	
University of Calgary	Oxford English Dictionary	Unlimited			\$11,725.78	

University of Calgary	Oxford Reference Premium	6			\$2,183.91	
University of Lethbridge	Grove Art Online	1			\$2,135.19	
University of Lethbridge	Grove Music Online	Unlimited			\$5,840.25	
University of Lethbridge	Oxford English Dictionary	Unlimited			\$2,614.96	



Oxford University Press
**Partner Code
of Conduct**



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Letter from the Chief Executive

With more than 6,000 employees, offices in many lands, and hundreds of business partners, Oxford University Press (OUP) is a truly global organization. It is essential that everyone who works with OUP understands our goals and the manner in which we will achieve them, regardless of their location.

This Partner Code of Conduct has been created to give our business partners a clear view of the values and principles that underpin all our work. Many of the principles in this code focus on compliance with laws and regulations. Such compliance is our minimum standard. In addition, we want to ensure that everything we do and say is consistent with our mission and values and upholds the first-class reputation of the University of Oxford, of which we are a part. Our employee Code of Conduct reflects the same principles.

We choose our business partners with great care, ensuring that they are the most competent, ethical, and reliable. We value our business relationships with them and are committed to making these honest and open. In return we expect all of our business partners always to act in accordance with this Partner Code of Conduct.

Thank you.



A handwritten signature in black ink that reads "Nigel Portwood". The signature is written in a cursive, flowing style.

Nigel Portwood, Chief Executive, OUP

OUP's mission

Oxford University Press is a department of the University of Oxford. It furthers the University's objective of excellence in research, scholarship, and education by publishing worldwide.

At OUP we have a clear mission which informs everything we do: to create world-class academic and educational resources and services and to make them available across the world. We share the University's uncompromising standards, defining qualities, and belief in the transformative power of education to inspire progress and realize human potential.

Working together

It is important to us that all of our business partners exhibit high ethical standards and principles, in adherence to our Partner Code of Conduct, which was created so that we can share our mission, values, and main principles.

The term “business partner” in this Code refers to customers, suppliers, authors, agents, government officials, and any other person or organisation with which OUP has a business relationship. Where a business partner is an organisation, the term refers to the owners, directors, employees, and associates of that organisation.

In working with you, we want to:

- Uphold our mission and values at all times
- Make sure everything we do is ethical and lawful
- Ensure our business relationships are open, honest, and successful
- Create a sustainable future

Our principles cover:

- Ethical practices
- Business partners
- Intellectual property
- Confidentiality
- Records and data
- Social responsibilities
- Anti-slavery and human trafficking

OUP's principles

OUP's Code of Conduct for employees underpins the way we work. It sets out all of our principles of working. Below and on the following pages we set out those principles we consider most important and relevant to our business partners. We expect our business partners to have the same principles of working. (The Code of Conduct with the full list of principles can be found on our website.)

Ethical practices

- We are committed to the highest standards of integrity and we comply with the laws and regulations of every country in which we do business.
- We do not offer, promise, give, request, agree to receive, or accept bribes no matter what the value or local business practice may be. This applies to all business partners with whom we deal. We also expect business partners acting for or on behalf of OUP not to give or receive bribes or to make improper payments.
- We do not make facilitation payments, nor do we allow other people to do so on our behalf.
- We take appropriate action to prevent all forms of fraud, and will take steps to prevent the facilitation of tax evasion.
- We ensure that any gifts or hospitality we give or receive are always clearly for business purposes and are reasonable and appropriate.
- We do not make political donations.
- Our charitable donations are appropriate and properly authorised and, except in special cases, are made for educational purposes.
- We do not engage in anti-competitive practices, such as price fixing, bid-rigging, or collusion with our competitors.
- We do not engage in coercive practices, such as threats or blackmail.
- We expect our employees to avoid situations where a conflict of interest may occur between their own interests and our business interests.
- We expect our business partners to report to OUP all instances of suspected or actual bribery, fraud, or other breaches of OUP's ethical practices, in relation to their business activities with OUP (see OUP contact details on the final page of this Code).

OUP's principles

Business partners

- We value the confidence and trust of our business partners, and will always communicate honestly, openly, and reliably with them.
- When business partners contact us we respond professionally, politely, and within appropriate timescales.
- We welcome business partner feedback and try whenever possible to act on such input to improve our services.
- We always try to ensure that our product information, advertising, and other forms of communication are clear, accurate, and honest.
- We expect to receive payments for goods and services we supply to business partners from their nominated bank accounts.

Intellectual property

- We protect OUP's intellectual property (trademarks, design rights, copyrights, proprietary information, and trade secrets) at all times.
- We respect intellectual property rights throughout the world, including the intellectual property rights of our business partners, and equally we expect our business partners to respect OUP's intellectual property rights.

Confidentiality

- We expect OUP's plans and information to be treated as confidential, and not to be disclosed to people outside our organization unless it is necessary, properly authorized, and appropriate steps have been taken to secure the data.
- We never permit OUP's plans and information to be disclosed for individual private benefit.
- We respect confidentiality obligations to third parties, including competitors and business partners.
- We do not allow unauthorized confidential third party information to be retained, shared with others, or used for our benefit.

Records and data

- We maintain records that fairly and accurately reflect our business transactions as they occur.
- We do not knowingly provide false information.
- We comply with local data protection laws.

Social responsibilities

- We support universal human rights including equal employment rights, safe workplaces, freedom of speech and of association, and the rights of all to an education.
- We pay fair wages in line with the norms for the industry and market and do not require OUP employees to work excessive hours, particularly where this might have an impact on personal health and safety.
- We are committed to promoting and maintaining a culture of equality and diversity and, as a minimum, we comply with national legal requirements wherever we operate.
- We treat our colleagues with dignity and respect, and promote a safe environment free from discrimination, harassment, and victimization.
- We ensure our work environments are healthy and safe and do not put ourselves or others at risk.
- We are mindful of our impact on the environment and endeavour to minimize the impact of our operations on our surroundings.

Anti-slavery and human trafficking

- We oppose illegal or inhumane labour practices, including the use of forced or child labour.
- We take steps to ensure that employment is freely chosen, and that there is no slavery or human trafficking in our business or its supply chain, and we expect our business partners to do the same.
- We oppose harsh or inhumane treatment of workers.

Making sure our Partner Code of Conduct is understood

Every business partner working with OUP has access to our Partner Code of Conduct through our website. In addition, we will send our Partner Code of Conduct directly to many business partners, either electronically or on paper. We ask that all business partners ensure that they have read and understood this Partner Code of Conduct and will act in accordance with the principles and values it sets out, and we may ask some business partners to confirm this to us in writing.

Reporting your concerns and further information

If you become aware of matters in relation to your business activities with OUP which are inconsistent with this Partner Code of Conduct, it is very important that you report them to OUP.

You should raise your concerns by email with the OUP Group Compliance Officer (groupcomplianceofficer@oup.com). The Group Compliance Officer is independent of OUP's divisions and individual businesses, and all reports received will be treated in strict confidence.

Alternatively, reports of concerns can be submitted on an anonymous and confidential basis to OUP's ethical reporting hotline - Speak Up.

E-mail SpeakUPOUP@expolink.co.uk

Telephone Call the operator to make a collect call to +44 (0) 1249 661 808

Web site <https://wrs.expolink.co.uk/speakupoup>

If any matters in this Partner Code of Conduct are not clear, or you have questions or require further information, please contact the Group Compliance Officer at the above email address.



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www.crumpled-dog.com

June 2019