

British Columbia Electronic Library Network Streaming Media License Overview

The British Columbia Electronic Library Network (BC ELN) Model Streaming Media License is a focused agreement that can be used with vendors that are providing specific media services including subscriptions and hosting services. The BC ELN Model License will be used for database services that include streaming media or for media from vendors with Master licenses, including ProQuest Clarivate and EBSCO.

The COPPUL Streaming License framework was used as a basis for this agreement. Selected clauses and terms have also been taken from the BC ELN 2023 Model license that are applicable to streaming licensing. Where information from the COPPUL Streaming License was used, the language was modified to match the BC ELN Model License where applicable.

If the Consortium is purchasing content, the BC ELN Model License should be consulted because it has additional clauses specific to perpetual access. Additional clauses relevant to perpetual rights can also be added to this agreement from the Model license or the Model license can be used.

This overview is for informational purposes only and is not intended, and should not be taken, as legal advice.

The Streaming Media License has the following sections:

Introductory Statements: The top of the license has three statements that begin with “Whereas”. These statements are general statements outlining the scope and reason for the license. This is the same language as the Model License.

Section 1: Definitions: This Section includes a subset of the definitions from the Model License.

Section 2: License Grant: This Section is similar language to the General Section of the Model License.

Section 3: Permitted Uses, Section 4: Prohibited Uses, and Section 5: The Licensor’s Undertakings

The COPPUL Streaming License language was used for these Sections. Where there were clauses in common with the BC ELN Model License, the BC ELN language was used instead of the COPPUL language.

Section 6: Term and Termination

Together, this section and **Schedule 1: Business Terms**, provide language flexibility to deal with the unique business management of perpetual or subscription licensed materials. Conditions of breach are covered in this section.

Section 7: General

The clauses included in the COPPUL Streaming license were used as the basis for this section. **General** is important for ensuring the vendor acts within their legal rights and the Consortium is protected within their legal rights. This section provides a framework for how legal communication and disputes will be handled.

Signatures and dates

Once the negotiations on a license are finalized, the new license will be dated at the top of the license. Any accompanying Schedules, Amendments, or Exhibits will be dated. The main body of the license is signed as are the accompanying Schedules, Amendments, and Exhibits. Any future updates to the accompanying documents should be dated and signed and attached to the main license.

A license is not legally binding unless signed by both parties. Signatures should be redacted before being posted on any public facing interface.