Ontario Colleges Library Service

Licence Agreement for Electronic Products

THIS AGREEMENT is made the 17th day of March 2014 (the “Effective Date”)

BETWEEN: McNabb Connolly of 60 Briarwood Avenue, Mississauga, ON Canada L5G 3N6 (herein referred to as the “Licenser”)

AND: Ontario Colleges Library Service of 74 Gervais Drive, Toronto, ON Canada M3C 1Z3 (herein referred to as the “Licensee”).

Licensee, as an authorized representative and agent for the Colleges of Applied Arts and Technology (“Colleges”) operating under the Ontario Colleges of Applied Arts and Technology Act, 2002, is authorized to act for and sign this Agreement on behalf of a group of Participating Institutions represented by the Ontario Colleges Library Service hereinafter known as the “Participating Institutions.” Rights and responsibilities referenced in this Agreement in regard to Licensee shall apply to all the Participating Institutions covered under this Agreement; however, Licensee is responsible only for fulfillment of its individual responsibilities under this Agreement. Neither Licensee nor any of the other Participating Institutions shall be liable for any breach or default of another Participating Institution. Participating Institutions are listed in Schedule 1.

Where applicable, additional schedules and appendices may be attached to address more specific terms and conditions, e.g. terms and conditions specific to certain formats such as ebooks, or video, or special purchase conditions such as Perpetual Access, in which case the attached schedules form part of this Agreement.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

- **Authorized User** All full and part time students, faculty and employees (including permanent, temporary, contract or visiting) and researchers associated with the Participating Institutions, regardless of physical location of such persons; retired faculty and staff with emeritus or equivalent status; all registered patrons of the Participating Institution, or other persons affiliated with the Participating Institution or otherwise permitted to use the facilities of the Participating Institution and authorized to access the Licensed Material.

- **Click-Through Agreement** An on-screen licence agreement that must be accepted by an Authorized User user by clicking a button in order to gain access to the Licensed Material.

- **Commercial Use** Use of Licensed Material for the purpose of monetary reward (whether by Participating Institutions or Authorized Users) by
means of sale, resale, loan, transfer, hire or other form of commerce. For the avoidance of doubt, neither recovery of direct costs by the Participating Institution from Authorized Users, nor the use of Licensed Material by the Participating Institution or by an Authorized User in the course of research funded by a commercial organization, is deemed to be Commercial Use.

Course Packs
A collection or compilation of materials (e.g. book chapters, journal articles, a video title) assembled by staff of a Participating Institution for use by students in a class for the purpose of instruction.

Digital Rights Management
Access control technologies that are used by hardware manufacturers, licensors, copyright holders and individuals to limit the use of digital content and devices in on-line or off-line environments.

Digital Watermarking Technology
The process of embedding information into a digital document, which may be used to verify its authenticity or the identity of its owners.

Electronic Learning Environments
Use of parts of or linking to the Licensed Material in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments, library environments, and courseware technologies) hosted on a Secure Network.

Electronic Reserves
Electronic copies of Licensed Material (e.g. book chapters, journal articles, abstracts, video clips) made and stored on the Secure Network pursuant to Section 3.8 by Participating Institutions for use by Authorized Users in connection with specific courses of instruction offered by Participating Institutions to such Authorized Users.

Licensed Material
The electronic material as set out in Schedule 1 or in new schedules to this Agreement that may be agreed to by the Licensee and Licensor from time to time.

Participating Institution
The Libraries and Learning Resource Centres of the Participating Colleges that choose to license electronic products that support the teaching, learning, research, and educational requirements of their institution.

Perpetual Access
Provisions in this Agreement for continuation of access, archiving and use of Licensed Material that shall survive any termination of this Agreement and ensure continued access consistent with current recognized standards in the publishing industry.

Persistent Link
An Internet address (URL) that links directly to Licensed Material and that remains unchanged over time.
Purchase Fee  The one-time payment set out in Schedule 1 for Perpetual Access to the Licensed Material. For the avoidance of doubt, the Purchase Fee shall be exclusive of any sales, use, value added or similar taxes and Licensee shall be liable for any such taxes in addition to the Purchase Fee.

Secure Authentication  The process whereby Authorized Users are authenticated by providing a set of institutional credentials to allow access to Licensed Material when not physically present at Participating Institution sites or to Licensed Materials made available on Secure Networks, including but not limited to Electronic Learning Environments or Electronic Reserves. For clarification, Walk-In Users are not eligible for Secure Authentication.

Secure Network  A computer network that is only accessible to Authorized Users via Secure Authentication.

Subscription Fee  The annual Subscription Fee set out in Schedule 1 or in new schedules to this Agreement which may be agreed upon by the Licensee and Licensor from time to time. For the avoidance of doubt, the Subscription Fee shall be exclusive of any sales, use, value added or similar taxes and Licensee shall be liable for any such taxes in addition to the Subscription Fee.

Walk-In Users  Individuals not affiliated with a Participating Institution who are physically present at Participating Institution sites set out in Schedule 1 shall be deemed to be Authorized Users under the terms and conditions of this Agreement. Additional groups of Authorized Users (for example, Participating Institution alumni) may be included, as where and to the extent set out in Schedule 1. For the avoidance of doubt, Walk-In Use is intended for individual users, not as a substitution for a licence by another institution or organization.

2. LICENCE GRANT

2.1 GENERAL. Licensor hereby grants to Licensee and Participating Institutions, subject to and in accordance with the terms of this Agreement, a non-exclusive and non-transferable right to permit Authorized Users to access and use the Licensed Material at the sites of Participating Institutions or remotely, through Secure Authentication.

2.2 FEES. In consideration for Licensor’s licensing of the Licensed Material listed in the attached schedule(s), Licensee and Participating Institutions agree to pay to Licensor the fees in accordance with the provisions of the attached schedule(s).
3. PERMITTED USES

Participating Institutions and Authorized Users may use the licensed material as follows:

3.1 ACCESS AND USE. Access and unlimited concurrent use of the Licensed Material from the premises of the Participating Institution, or remotely via Secure Authentication, in order to search, retrieve, display, and view the Licensed Material.

3.2 PERSISTENT LINKS. Create Persistent Links to individual video titles for access by Authorized Users for permitted uses under this Agreement, from within Secure Networks.

3.3 SCHOLARLY SHARING. Transmit to a third-party colleague in hard copy or electronically, reasonable amounts of the Licensed Material for personal use or scholarly, educational, or scientific research or professional use.

3.4 USE IN ACADEMIC RESEARCH. Incorporate limited parts of the Licensed Material in assignments, portfolios, theses and dissertations, including reproductions of the Licensed Material for library deposit and other non-commercial uses. For clarity, this includes the use of screenshots from video materials.

3.5 FAIR DEALING. Notwithstanding any other provisions of this Agreement, nothing shall in any way restrict or limit the ability of Participating Institutions, Authorized Users, or Walk-in Users to engage in or conduct any activity that is otherwise permitted under Canadian copyright laws, including without limitation pursuant to any fair dealing exceptions.

3.6 ACCESSIBLE FORMATS. Alter or modify the format of the Licensed Material as necessary to provide an equivalent level of service to Authorized Users with appropriately documented print or other disabilities, in compliance with the Accessibility for Ontarians with Disabilities Act (AODA).

3.7 COURSE PACKS / ELECTRONIC RESERVES / ELECTRONIC LEARNING ENVIRONMENTS. Incorporate parts of the Licensed Material, in Course Packs, study packs, resource lists, and in any other material (including but not limited to multi-media works) to be used in the course of instruction and/or in Electronic Learning Environments hosted on a Secure Network (only accessible to Authorized Users via Secure Authentication). Each item shall carry appropriate acknowledgement of the source, listing title, and copyright owner. If Licensor does not have the right to grant all rights under 3.8, these rights will apply exclusively to the content for which the Licensor does have such rights, as specified in the attached schedule(s).

3.8 TRAINING AND MARKETING MATERIALS. Display, download or print the Licensed Material, including screenshots, for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users.

4. PROHIBITED USES

4.1 UNAUTHORIZED USE. Participating Institutions shall not knowingly permit anyone other than Authorized Users to use the Licensed Material.
4.2 COMMERCIAL USE. Use of the Licensed Material for the purpose of monetary reward (whether by Participating Institutions, Authorized Users or Walk-In Users) by means of sale, resale, loan, transfer, hire, or other form of commerce is prohibited. For the avoidance of doubt, recovery of direct costs incurred by the Participating Institution in the course of providing access to Authorized Users or Walk-In Users (e.g. printing, photocopying, or administration fee) is not deemed to be Commercial Use.

4.3 SUBSTITUTION FOR LICENCE. No provision of this Agreement is intended to provide such substantial use as to constitute a substitution for an institutional licence by a third-party institution. For example, Walk-In User rights are designed for the provision of services to individuals, not blanket rights for all of the users of another institution or organization.

5. LICENSOR’S UNDERTAKINGS

Licensor shall:

5.1 ACCESS. Upon the Effective Date of this Agreement, make the licensed material available to Licensee and Participating Institutions.

5.2 DOWNTIME. Warrant to Licensee and the Participating Institutions that the total downtime directly attributable to the server supporting the Licensed Material will amount to less than the equivalent of one full day in any given calendar month. In the event that the total downtime exceeds this amount, Licensor will make appropriate restitution, such as providing a special discount equivalent to the amount of the excessive downtime to the product on the next renewal, extending the licence term, or providing a refund.

5.3 ADDITIONS, DELETIONS, AND MODIFICATIONS. Give prompt notice to Licensee and the Participating Institutions of any additions, modifications to, or deletions of the Licensed Material. Failure by Licensor to provide such reasonable notice shall be grounds for immediate termination of the Agreement by Licensee and the Participating Institutions. If any modifications render the Licensed Material less useful to the Participating Institutions, Licensee and the Participating Institutions may treat such modifications as a material breach under sections 7.2 and 7.3 of this Agreement.

5.4 NOTICE OF USE OF DIGITAL RIGHTS MANAGEMENT TECHNOLOGY. In the event that Licensor utilizes any type of Digital Rights Management technology to control the access to usage of Licensed Material, Licensor agrees to notify Licensee of the name, contact information, and any technical specifications for the Digital Rights Management technology utilized. In no event may such Digital Rights Management Technology be used in such a way as to limit the usage rights of Licensee, Participating Institutions, or any Authorized User as specified in this Agreement or under applicable law.

5.5 NOTICE OF USE OF DIGITAL WATERMARKING TECHNOLOGY. If Licensor utilizes any type of Digital Watermarking Technology for any element of the Licensed Material, Licensor agrees that watermarks will not be visible to the human eye and will not degrade image quality. These watermarks shall not contain information pertaining to Participating Institutions or Authorized Users such as account numbers or IP addresses. If Digital Watermarking Technology is used, Licensor agrees to notify Licensee, in advance, of the name, contact information, and any technical specifications for the technology used.
5.6 CONFIDENTIALITY. Maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided or sold to any third party.

6. PARTICIPATING INSTITUTIONS UNDERTAKINGS

Each Participating Institution shall:

6.1 RESTRICTION OF ACCESS. Use reasonable efforts to ensure that access is restricted to Authorized Users, and that Authorized Users are made aware of, the terms and conditions of this Agreement. Participating Institutions will use reasonable efforts to protect the Licensed Material from any use that is not permitted under this Agreement.

7. TERM AND TERMINATION

7.1 EFFECTIVE DATE. This Agreement shall commence on the Effective Date, and shall apply to all Licensed Material for the time period(s) as indicated on the attached schedule(s).

7.2 BREACH OF AGREEMENT. In the event that either party believes that the other materially has breached any obligations under this Agreement, such party shall notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the 30-day time period, the non-breaching party shall have the right to terminate the Agreement without further notice. This Agreement may also be terminated automatically in the event of the insolvency, bankruptcy, receivership or similar status of the Licensor. This Agreement may be terminated by the Licensee in the event that the Licensor merges, combines or amalgamates with another entity or there is some change to control of the Licensor.

7.3 TERMINATION. In the event of termination permitted or required by this Agreement, the Licensee or the Participating Institution(s) shall be entitled to request and receive free electronic copies of the Licensed Material for the purposes of loading onto a server(s) and to provide access to the Participating Institutions and Authorized Users (see Schedule 2). This paragraph is invalid if the Participating Institution commits a willful, material, and consistent breach of the terms of this Agreement, and fails to remedy the breach within thirty (30) days of notification by Licensor.

7.4 FUNDING CONTINGENCY. If funding of the Participating Institution is materially reduced and the Participating Institution thereby becomes unable to pay future amounts payable pursuant to this Agreement, the Participating Institution may give the Licensor written notice of termination and this Agreement shall terminate effective thirty (30) days after the giving of such notice if the Participating Institution has failed to pay the Fee for the year (April – March) in which such notice was given, or if the Participating Institution has paid the Fee for the year (April – March) in which such notice was given, April 1 of the following year. See Schedule I Pricing and Invoicing.
8. **GENERAL**

8.1 **WARRANTIES AND INDEMNITY.** Licensor represents and warrants that it holds the right to grant the rights granted under this Agreement and that the Licensed Material does not infringe any intellectual property rights of any other person. Licensor indemnifies and holds Licensee and its Participating Institutions harmless from and against any loss, damage, costs, liability, and expenses (including reasonable legal and professional fees) arising out of any legal action taken against Licensee or any of the Participating Institutions or their Authorized Users claiming actual or alleged infringement of such rights. These representations and warranties and indemnity shall survive the termination of this Agreement for any reason. No limitation of liability set forth elsewhere in this Agreement or elsewhere is applicable to this indemnification.

8.2 **ENTIRE AGREEMENT.** This Agreement and the attached schedule(s) signed by Licensor and Licensee shall comprise the complete terms and conditions of use. If there is a “click-through” agreement for users, this Agreement shall override the “click-through” agreement.

8.3 **NOTICE OF TERMS OF CLICK-THROUGH AGREEMENT LICENCE TERMS.** In the event that Licensor uses a Click-Through Agreement for end users, Licensor shall provide Licensee with notice of and an opportunity to comment on such terms prior to their implementation. In the event of any conflict between the Click-Through Agreement terms and this Agreement, the terms of this Agreement shall prevail.

8.4 **AMENDMENT.** This Agreement, including any changes made to this Agreement from time to time, and together with any schedules, appendices and other attachments, constitutes the entire agreement between the Licensee and Licensor relating to the subject matter hereof, and supersedes all previous agreements, written, oral, or otherwise, between the parties with respect to the subject matter hereof. References to “Agreement” throughout this document include all schedules, appendices, and other attachments. Alterations to this Agreement and to the schedules, appendices, and other attachments are only valid if they are recorded in writing and signed by both parties. In the event of any conflict or inconsistency between the terms of this Agreement and any schedules, appendices, or other attachments, such conflict or inconsistency shall be resolved according to the following order of paramountcy:

(a) The relevant schedule
(b) Any attachment or appendix to the relevant schedule
(c) The body of this Agreement

8.5 **ASSIGNMENT.** This Agreement may not be assigned by either party to any other person or organization without the prior written consent of the other party, nor may either party sub-contract any of its obligations, except as provided in this Agreement in respect of the management and operation of the server and Licensor’s representative, without the prior written consent of the other party, which consent shall not unreasonably be withheld.

8.6 **NOTICE.** Any notices to be served on either of the parties or on a Participating Institution by the other shall be sent by registered mail, courier, or facsimile to the address of the other as its address for service of notices. Any such notice sent by registered mail shall be deemed to have been given five (5) days after the date of posting the mail. Any such
notice sent by courier or by facsimile shall be deemed to have been given on the date of receipt of the courier or facsimile.

8.7 FORCE MAJEURE. Neither party’s nor a Participating Institution’s delay or failure to perform any provision of this Agreement, as a result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, “denial of service” or similar attacks, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement, provided, however, that a party may terminate this Agreement if the force majeure event last more than seven days by giving notice to the other party of such termination, in which case the provisions of section 7.3 shall apply and each Participating Institution shall be entitled to a refund of any fees or pro-rata portion thereof paid by the Participating Institution for any remaining period of the Agreement from the date of the force majeure event/termination.

8.8 WAIVER. Failure to enforce any provision of this Agreement shall not be construed to be a waiver of such provision.

8.9 SEVERABILITY. If any provision of this Agreement is found invalid or unenforceable pursuant to a decree or decision of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable according to its terms.

8.10 DISPUTE RESOLUTION. If the parties disagree over an interpretation of this Agreement or whether a party or a Participating Institution is in breach of any part of this Agreement, the parties and any such Participating Institution shall enter into negotiations to resolve the disagreement and discuss the feasibility of resolving the disagreement by mediation or other means short of litigation. The parties shall co-operate in good faith in pursuing mediation or other such means.

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

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

Accepted:

FOR THE LICENSOR: McNabb Connolly

Name: Stephen Connolly

Position / Title: President

Signature: ________________________________

Date: March 17, 2014.

Address: 60 Briarwood Avenue, Mississauga, ON L5G 3N6
FOR THE LICENSEE AND PARTICIPATING INSTITUTIONS: Ontario Colleges Library Service

Name: Marilyn Crawford
Position / Title: Executive Director
Signature: 

Date: March 17, 2014
Address: 74 Gervais Toronto, Ontario. M3C 1Z3
SCHEDULE 1 to Licence Agreement for Electronic Products

Streamed Video

Purchase Terms and Conditions

This Schedule 1 is dated March 28, 2014 to the Agreement dated 17th March 2014 between McNabb Connolly and the Ontario Colleges Library Service (OCLS) and the Participating Institutions of the Ontario College Library Service, as listed below.

Licensor hereby grants to Licensee and Participating Institutions a non-exclusive, royalty-free, unlimited concurrent user, perpetual licence to use any Licensed Material that is accessible during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which the Participating Institutions shall have access to such Licensed Material shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

Licensed Material

The Licensed Material governed by this Schedule is set forth in www.mcnabbconnolly.ca/ocl

Pricing and Invoicing

The Licensee agrees to pay a one-time fee of $ CDN plus HST of $ for unlimited concurrent user, perpetual access rights to 42 videos as outlined in the Agreement. This fee includes five (5) years of hosting and access to the Licensed Material for the 24 Participating Institutions and their Authorized Users.

Invoices not to exceed $95,000 CDN, including HST may be sent electronically to vroy@ocls.ca. Licensed Materials must be available to the Participating Institutions, and invoices received by OCLS by March 31, 2014.

The Licensor provides hosting of the Licensed Material at no charge for five (5) years from the Effective Date. Negotiations with the Licensor for ongoing hosting fees charged to the Participating Libraries shall take place after (four) years to allow sufficient time for the Participating Libraries to plan. For clarity, negotiations for hosting fees payable beginning April 1, 2019 shall begin after April 1, 2018 and be completed by September 30, 2018.

Following the five (5) year period for which hosting fees are included, as long as the Participating Institution has purchased access to video content within the previous 24-month period, Perpetual Access to Licensed Material will be made available on the server supporting the Licensed Material at no charge. Should a Participating Institution not have purchased any further video content in the previous 24-month period, Licensor reserves the right to charge a reasonable annual fee to that Participating Institution to recover the costs for providing continuing access and customer support on Licensor’s platform.
**Additional Licence Rights or Restrictions:**

**MARC Records**
The Licensor will provide, in electronic format, via FTP, bibliographic records that conform to the MARC21 standard for each video title purchased.

**Closed Captioning**
The Licensor certifies that closed captioning allowing for access that meets the requirements of the Accessibility for Ontarians with Disabilities Act (AODA) and, whenever possible, specifically meets the following guidelines, will be made available for the Licensed Material no later than September 1, 2014. Guidelines include:

- Pop on method of closing captioning
- Canadian spelling
- Upper and lower case as appropriate
- White lettering on a black bar or background
- Ability to turn captioning on/off
- 26 characters per line/2 line maximum

Providing that full payment of the total Purchase Fee is made, as per Pricing and Invoicing above, a Participating Institution retains the right to Perpetual Access to the digital version of the Licensed Material.

**Participating Institutions:**

- Algonquin College
- Collège Boréal
- Cambrian College
- Canadore College
- Centennial College
- Conestoga College
- Confederation College
- Durham College
- Fanshawe College
- Sir Sandford Fleming College
- George Brown College
- Georgian College
- Humber College
- La Cité Collégiale
- Lambton College
- Loyalist College
- Mohawk College
- Niagara College
- Northern College
- Sault College
- Seneca College
- Sheridan College
- St. Clair College
- St. Lawrence College

**Accepted:**

**FOR THE LICENSOR:**

Name: 

Position / Title: 

Signature: 

Date: 
FOR THE LICENSEE AND PARTICIPATING INSTITUTIONS:

Name: Marilyn Crawford

Position / Title: Executive Director

Signature: 

Date: 

SCHEDULE 2 to Licence Agreement for Electronic Products

Archiving and Hosting of Licensed Materials

This Schedule 2 is dated March 17, 2014 to the Agreement dated 17th March 2014 between McNabb Connolly and The Ontario Colleges Library Services (OCLS) and the Participating Institutions of the Ontario College Library Service, as listed in Schedule 1.

1. General

Licensor agrees to make Digital Rights Management–free electronic copies of the Licensed Material to Licensee and the Participating Institutions available upon request, and in the formats noted below, for the purposes of loading onto third-party or local server(s) and to provide continuing access to the Participating Institutions and Authorized Users.

2. Format and Use

Licensor agrees to make available to the Licensee, at no additional charge, the Licensed Material, for archival purposes and, upon request, provide the Licensed Material to any of the Participating Institutions, in any or all of the following formats as required:

- MP4 with SRT formatted closed captioning files, delivered via FTP, DVD or USB as required by the Licensee or Participating Institution
- DVD

In addition, Licensor agrees to provide Licensee and Participating Institutions with any other metadata information, including any XML schemas, for the purposes of accurately loading, storing, and streaming the Licensed Materials on the server(s) operated locally or by a third-party service provider.

Portability: Licensee and Participating Institutions shall have the right to migrate the Licensed Material on a hosted system to new formats, in response to technological change, in order to ensure ongoing access to Authorized Users, within the framework of this Agreement. Digital Rights Management technology shall not interfere with this right.

Licensor agrees to use reasonable efforts to assist Licensee and Participating Institutions in all activities required to render a faithful reproduction of the Licensed Material on Licensee’s and Participating Institutions’, or a third-party’s servers, including making appropriately trained staff available during normal business hours for assistance (8:00 am to 4:00 pm EST).

Licensee will archive one complete copy of the Licensed Material and allow Participating Institutions to use such archived Licensed Material in the event Licensor discontinues or suspends selling or licensing the Licensed Material. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. Licensed Material may be made available to any Participating Institutions who indicate a right to those Licensed Material.

Licensor may charge a nominal fee, up to $25.00 (CDN) per requested DVD and/or up to $10.00 (CDN) for requested FTP, per Participating Institution, to cover the costs associated with production and delivery of Licensed Material for local or third-party hosting, purposes.
Licensor acknowledges that Licensee and Participating Institutions may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavors (Portico, CLOCKSS, LOCKSS, or Scholars Portal) to exercise Licensee and Participating Institutions’ rights under this Agreement. Licensee and Participating Institutions agree to cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Material available for archiving purposes. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement.

3. **Schedule of Delivery**

Licensor agrees to make copies of the Licensed Material available to Licensee and Participating Institutions in a format consistent with this Agreement within a reasonable time period. For the purposes of clarity, Licensor will provide all current Licensed Material within a period of ninety (90) working days from the date of request.

4. **Notification of Updates**

Licensor agrees to provide Licensee and Participating Institutions with information pertaining to any subsequent modifications to the Licensed Material within a period of ten (10) working days.

5. **Withdrawal of Licensed materials**

Licensor shall give written notice of any intention to withdraw any part of the Licensed Material from the server hosting the Licensed Material in accordance with Section 5.3 of this Agreement. Licensee retains the right to archive and continue to provide access to the withdrawn Licensed Material on local or third-party servers. Where possible, a link will be made from the local server(s) to the server hosted the Licensed Material to provide the rationale as to why the Licensed Material was removed.

6. **Termination**

Should either party decide to terminate this Agreement, as per the terms outlined above, the Licensed Material would remain on local or third-party servers in perpetuity. Access rules and copyright as stated in this Agreement remain in place.

7. **Contacts**

**For the Licensor:**

**Stephen Connolly**

McNabb Connolly

60 Briarwood Avenue

Mississauga, ON

Canada L5G 3N6

Phone: 905.278.0566 / 866.722.1522

Fax: 905.278.2801 / 866.722.1822

steveconnolly@mcnabbconnolly.ca
For the Licensee:
Virginia Roy
Director of Services
Ontario Colleges Library Service
74 Gervais Drive
Toronto, Ontario
M3C 1Z3
Phone: 647-722-9306
vroy@ocls.ca

Accepted:

FOR THE LICENSOR:

Name: Stephen Connolly
Position / Title: President
Signature: 
Date: March 17, 2014.

FOR THE LICENSEE AND PARTICIPATING INSTITUTIONS:

Name: Marilyn Crawford
Position / Title: Executive Director
Signature: 
Date: March 17, 2014