**CONSORTIUM SUBSCRIPTION ACCESS AGREEMENT**

## COMMERCIAL TERMS

**A. EFECTIVE 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 Tw -20.13.8 (i)2.9 20.13.8b B4, (6

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: 1RYHPEHU

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: 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 Publications by each Member and its Authorised Users. |
| "Hosting Fees" | as defined in and and defined 0 Tc 0 Tw 2.8217 0 Td [(F)3.8 (ees)5506(bove)]T |

| | |
|---|---|
| "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

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

# 6 ACKNOWLEDGMENT AND PROTECTION OF INN

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 IN A.8 ( A9,03 NU.8 (R)54 (NA)-11.9 (.8 .5 (I)-3E (AM)-13.6 (S)2.5 ( I)-3.
6 i R f n O N L ( 5 e ) 1 - 5 2 R 1 O

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

## 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, and who are (i) full and part time students, faculty and employees (including permanent, temporary, contrac (a) 16.2 (r) 1.7 E |

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

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 i [illegible]

| | | | | | | |
|---|---|---|---|---|---|---|
| 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 | |

BC Libraries Cooperative

Tami

Ontario Council of University Libraries (OCUL)
Christa Foley
Christa.foley@ocul.on.ca

130 St. George Street
Toronto
Ontario M5S 1A5

| Institution | Database |
| --- | --- |

| | | | | | | |
|---|---|---|---|---|---|---|
| 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 | | | | |

UNIVERSITÉ DE MONTRÉAL (c/o Partenariat des bibliothèques universitaires du Québec)

Stéphanie Gagnon
Director General of Libraries
licences@pbuq.ca

2900 Édouard-Montpetit
Montréal, Québec H3T 1J4

| Institution | Database | User Level | # of products (For OD & ORE) | VSI Collection | Price 2023 | ORE Cost (if more than 1 Sub) |
|---|---|---|---|---|---|---|
| Bibliotheque et archives nationales du Québec | Grove Art Online | 5 | | | $2,525.76 | |
| Bibliotheque et archives nationales du Québec | Grove Music Online | I | | | $18,786.20 | |
| Bibliotheque et archives nationales du Québec | Oxford English Dictionary | 10 | | | $9,041.94 | |
| Bibliotheque 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 R219.6 491.04 Tm [(O)0..12 5( | | | | | |

COPPUL
Sarah Stang
licensing@coppul.ca
519-501-5358
301-3301DouglasSt
Victoria
British Columbia
V8Z 3L2

| 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 | |

OCLS
Michelle Ng
mng@ocls.ca
(647) 722-9310
789 Don Mills Road, Suite 701
Toronto
Ontario
M3C 1T5
B9B

| Institution | Database | User Level | # of products (For OD & ORE) | VSI Collection | Price 2023 | ORE Cost (if more than 1 Sub) |
|---|---|---|---|---|---|---|

The Alberta Library
Jocelyn Badley
jbadley@thealbertalibrary.ab.ca A l A l A l i c

#623,7 Sir Winston Churchill Sq NW
Edmonton
Alberta
T5J 2V5

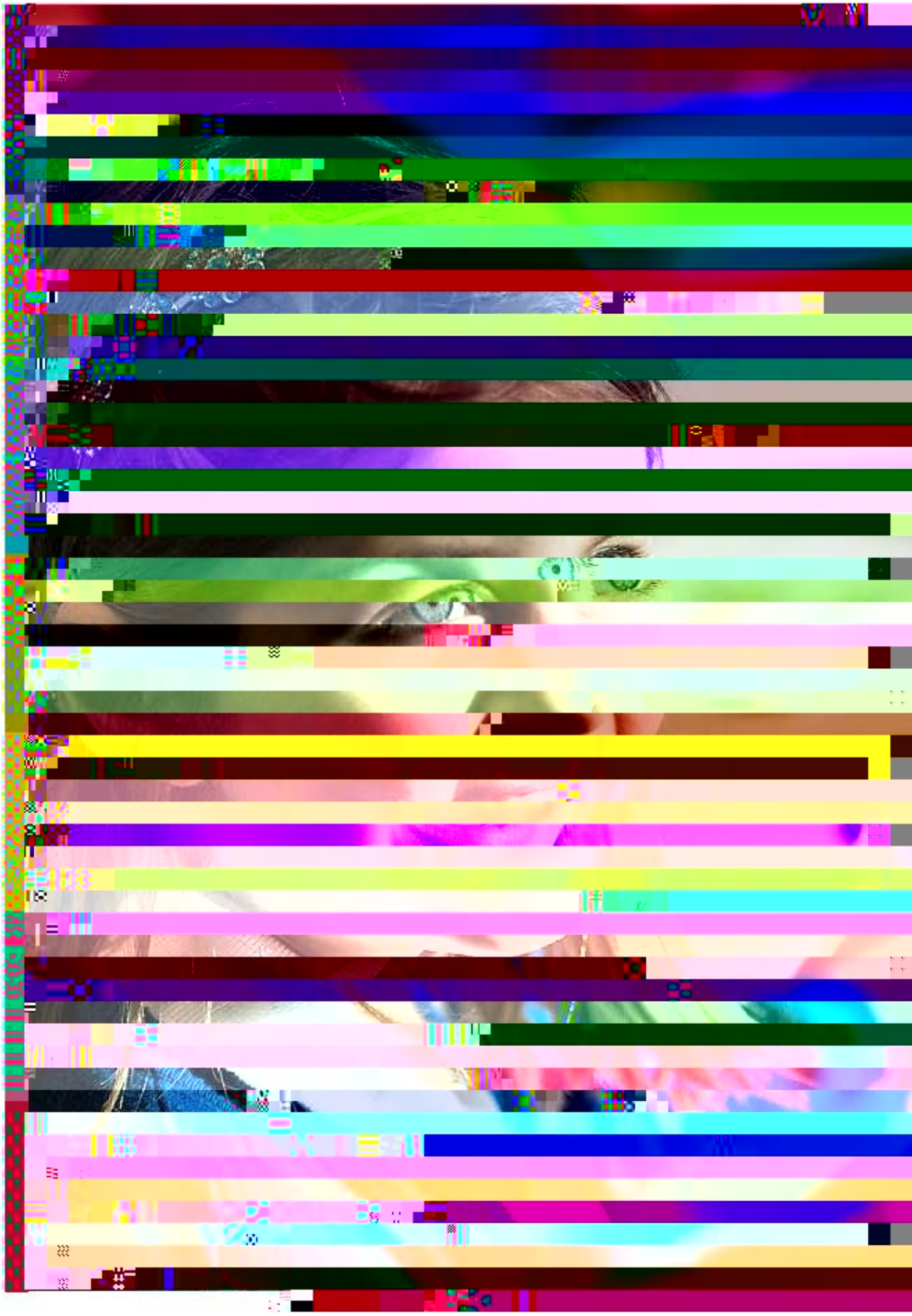
| Institution | Database | User Level | # of products (For OD and ORE) | VSI Collection | Price 2023 | ORE Cost (if more than 1 Sub) |
|---|---|---|---|---|---|---|
| Alberta Legislature Library | Oxford English Dictionary | Unlimited | | | $522.00 | |
| Alberta Legislature Library | Oxford Reference 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 | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 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 | | | | | |

Annex 1 -OUP PARTNER CODE OF CONDUCT

Oxford University Press

# Partner Code of Conduct



# Contents


4 Letter from the Chief Executive

5 OUP's mission

6 Working together

7 OUP's principles

10 Making sure our Partner Code of Conduct is understood

11 Reporting your concerns and further information

# 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 tra

# OUP’sprinciples

OUP’s

# OUP’sprinciples

## Businesspartners

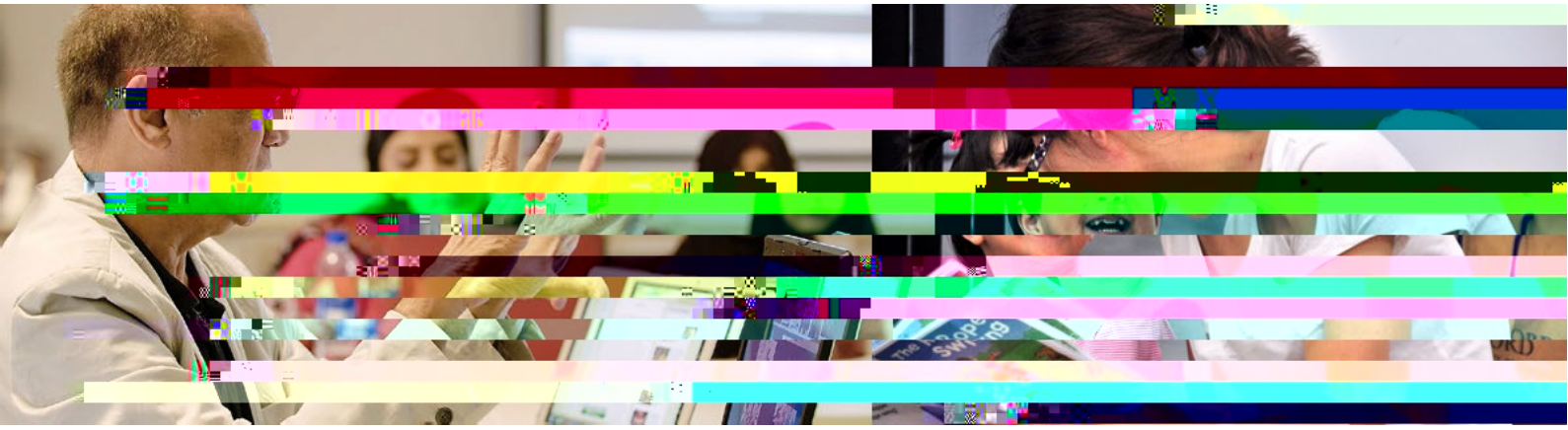
- Wevalue the confidence and trust of our business partners, and will always communicate honestly, openly, and reliably with them.
- When businesspartners contact us we respond professionally, politely, and within appropriate timescales.
- Wewelcome businesspartner feedback and try whenever possible 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 fr

## Social responsibilities

- We

# Reporting your concerns and further information

If you become aware of matters in relation to your businessactivities with OUP which are inconsistent with this Partner Codeof Conduct, it is very important that you report them toveOUon



Oxford University Press
Great Clarendon Street
Oxford OX2 6DP
Tel: +44(0)1865556767
Fax: +44(0)1865556646
oxford.ly/oupcodeofconduct

Designedby Crumpled Dog
www.crumpled- dog.com

June 2019