

Perpetual Access Product(s) – Details

Purchased Books: Book orders will be placed and invoiced separately, through any ebrary-compatible ordering system (e.g., eBOP™, Swetswise™, GOBI™, ECHO™, OneSource or spreadsheet). All books ordered will be hosted by ebrary per the terms of this hosting order.

Purchase Fee: Please refer to ordering system or reseller for applicable fees.

Perpetual Access Hosting Term: One year from first book purchase

Hosting Fee: Annual hosting fee is 5% of aggregate title purchases, subject to a minimum of \$250 and maximum of \$1,500 per annual term, invoiced at end of term and payable within 30 days. Hosting fee is waived for current subscription customers.

Hosting Services:	
Hosting Period: [month/day/year]	Hosting Fee: waived

Purchased Books:
titles as per spreadsheet

PURCHASE TOTAL: _____

* Although these products are provided on a subscription (annual payment) basis, the documents provided to subscribers are provided under a perpetual access license. Terms and conditions of this license are outlined in the attached Terms and Conditions document.

Canadian Electronic Library
ORDER TERMS AND CONDITIONS
(version 031411)

The order form that references this document (“Order Form”), together with the terms herein, shall upon execution by Institution and acceptance by Canadian Electronic Library (“CEL”) constitute a contract (the “Agreement”) between the Institution and CEL, a Canadian corporation with its principal place of business at PO Box 1029, Saint Lazare, Quebec J7T 2Z7. The Institution and CEL are referred to herein as “the parties.”

1. **Definitions.** Capitalized terms will have the meaning ascribed to them in the Section in which they first appear.
 - 1.1. “**Authorized Users**” are individuals authorized by Institution to use the CEL/Ebrary site, which may include both (i) temporary or walk-in users of Institution’s facilities and services, and (ii) users included in Institution’s calculation of its FTE or among its regular or visiting faculty or staff, regardless of whether they access the CEL/Ebrary site from Institution’s premises or remotely.
 - 1.2. “**CEL/Ebrary site**” means the web site hosted by CEL as a licensor of Ebrary Inc. as specified in Section 2.2, through which CEL/Ebrary will provide the tools necessary to access a primary collection of Electronic Titles and Electronic Documents.
 - 1.3. “**CEL Content**” means the materials, graphics, HTML, XML and other browser-based content, data and information made available by CEL through the CEL/Ebrary site, excluding the Electronic Titles.
 - 1.4. “**CELArc**” is the archive of PDF source files provided by CEL to support Institutions subscribing to Electronic Documents services.
 - 1.5. “**Collections**” are collections of electronic versions of books, journals, or other works selected by CEL, with a shared characteristic such as subject or language. CEL updates and revises its collections from time to time, and reserves the right to add or remove any title in its sole discretion.
 - 1.6. “**Copy or Print Transactions**” means transactions involving the printing or copying and pasting of the Electronic Titles.
 - 1.7. “**Electronic Documents**” are subset collections of Electronic Titles which contain monographs issued by public agencies and made available to Institution through the CEL/Ebrary site. Because these are documents made available without charge on agency websites, Electronic Documents are provided to Institution under a Perpetual Access license. These Materials are supplied on a Subscription basis to the extent that an annual fee applies to the supply of monthly updates, but they are licensed under Perpetual License terms. When and if Institution ceases to pay the annual update fee, the PDF source files already purchased may be downloaded from the CELArc site and hosted locally.
 - 1.8. “**Electronic Titles**” are the electronic versions of books, journals, and other works licensed from publishers by CEL and made available to Institution through the CEL/Ebrary site. Electronic versions may differ from print versions of the same title.
 - 1.9. “**FTEs**” are to be determined as follows, unless otherwise specified on the Order Form: A school, college, or university’s FTEs include all full-time students or the equivalent; A public library’s FTEs include all cardholders; and a special library’s FTEs include the number of desktops from which Authorized Users are expected to access the CEL/Ebrary site.
 - 1.10. “**Hosting**” and “**Hosting Services**” consists of CEL/Ebrary’s services, for a fixed period of time, hosting and providing access to Purchased Books, and providing associated customer service and technical support. Hosting fees are distinct from the Purchase Price.
 - 1.11. “**Intellectual Property Rights**” means all rights in and to trade secrets, patents, copyrights, trademarks, know-how, as well as moral rights and similar rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to any of the foregoing.
 - 1.12. “**Institution Website**” means a Web site owned and operated by Institution or its agent.
 - 1.13. “**Institution**” means the purchasing entity, as set forth in the Order Form.
 - 1.14. “**Launch Date**” means the date on which the CEL/Ebrary site is made available to Institution’s end-users.
 - 1.15. “**Link**” means a URL hidden behind a formatting option that may take the form of a colored item of text (such as a URL description), logo or image, “button” or graphic box, and which allows an end-user to automatically move to or between web pages, web sites or within a web page.
 - 1.16. “**Locally Hosted Service**” means a secure system providing access and viewing functionality as well as secure digital rights management functions sufficient to protect the Intellectual Property Rights of the copyright holders of the Materials. A Locally Hosted Service may be operated by the Institution or remotely managed.
 - 1.17. “**Materials**” is the collective term given to the text, images, and other materials available on the CEL/Ebrary Site.
 - 1.18. “**Perpetual License**” is a license of unlimited duration, to access and use a Purchased Book(s), subject to all of the end user terms and security requirements set forth herein.
 - 1.19. “**Purchased Books**” refers to Electronic Titles for which the Institution pays a one-time, non-refundable fee in exchange for a Perpetual License to access and use such Titles.
 - 1.20. “**Purchase Price**” is the one-time fee paid by Institution for a Perpetual License to use the Purchased Books. It does not include Hosting Services, which are available for a separate Hosting fee.

- 1.21. "Service Term" refers to the requested time period during which CEL will service a Subscription and/or or host a Purchased Book(s), as set forth in an Order Form.
- 1.22. "Subscription" refers to the payment of fees in exchange for the right to access certain Titles through the CEL/Ebrary site for a limited period of time which is defined in the Order Form.
- 1.23. "User Data" means personally identifiable information provided by users of the CEL/Ebrary site to gain access to or use the CEL/Ebrary site.
- 1.24. "Vendor" means the reseller, regional network, consortium, or other entity, if any, through which Institution places its order. If the Institution is not ordering through a Vendor, this Section 1.22 does not apply. If the Institution orders through a Vendor, the following terms apply:
 - 1.24.1. Payment, taxes, and late fees shall be as agreed between Institution and Vendor. The provisions of Section 4.1 ("Payment, Taxes, and Late Fees") shall only apply to the extent that Institution and Vendor have not agreed to different terms regarding payment, taxes, and late fees. In that case, Vendor shall have the rights otherwise reserved to Ebrary under that Section.
 - 1.24.2. Based on CEL's arrangement with the Vendor, the Vendor, rather than CEL, may perform the second level customer support described in Section 5.3, in which case Institution should inform Vendor, rather than CEL, regarding support issues as described in that Section. Please confirm support details with your Vendor.
2. Subscriptions and Hosting. This Section 2 applies for the duration of the applicable service period, if Institution has purchased a Subscription and/or Hosting services.
 - 2.1. Site Construction. Using technical profile information provided by Institution or its agent, CEL will construct a standard CEL/Ebrary site for use by Institution's patrons and will generate custom MARC record sets for Institution's use of the CEL/Ebrary site. At Institution's option, Institution or its agent may design and host a customized banner, subject to CEL's technical specifications, which will appear on Institution's CEL/Ebrary site.
 - 2.2. Site Specifications. The site will be accessible from Internet-enabled computers running supported platforms, using reader software that can be pre-installed on patrons' terminals or installed on demand as needed. The site will include the use of Ebrary's InfoTools™ technology, which enables end users to interact with content at the word level, and to link to knowledge resources such as definitions, biographical information, maps and translations, as well as other digital resources within the library.
 - 2.3. Content. The Collections supplied under a Subscription license will be augmented with new Electronic Titles on a regular basis; they are also subject to removals of Electronic Titles from time to time at the sole discretion of CEL.
 - 2.4. Updates and Enhancements. CEL will provide to Institution such free updates, enhancements, and future releases as CEL may choose to make available to its library customer base as a whole.
 - 2.5. Operation and Maintenance. CEL will, at its own expense, provide and manage all servers, telecommunications, facilities maintenance, and operations related to the hosting of the CEL/Ebrary site on a cluster of high-availability, redundant servers in a secure, high-performance data center. In the event problems arise materially affecting the operation of the CEL/Ebrary site, CEL will use commercially reasonable efforts to correct such problems as soon as reasonably practicable.
 - 2.6. Launch Date. CEL will endeavor to make the CEL/Ebrary site available to Institution's patrons within five (5) business days of receiving complete and accurate technical profile information from Institution or its agent, or on the first day of the Service Term (whichever is later). If CEL fails to do so, the Initial Term will be extended by the same number of days as the number of days by which the Launch Date has been delayed, at no additional charge to Institution.
 - 2.7. Access and Simultaneous Use. The CEL/Ebrary site will permit multiple users to view, print, and copy and paste the Purchased Books and the Electronic Titles contained in the Collections to which the Institution has a Subscription, as specified in the Order Form(s). Titles obtained through a Subscription may be accessed by multiple users simultaneously, unless otherwise indicated in the Order Form. Purchased Books may be accessed by multiple users simultaneously or may have access limited to a single user at a time, as indicated in the Order Form.
3. Purchased Books. This Section 3 applies to Purchased Books.
 - 3.1. Hosting Required. Purchased Books in raw digital format may not be re-distributed to end users. Rather, Purchased Books must be provided to end users through the use of content hosting software as outlined in Section 6.1. Hosting is not included with Purchased Books, but is instead listed in the Order Form as a distinct product with a separate fee.
 - 3.2. Correction of Purchased Books. Should CEL learn that a Purchased Book contains significant error(s), or should CEL become aware of copyright infringement or other legal issues that may result in the imposition of liability on CEL or its suppliers, CEL reserves the right to stop hosting such Purchased Book, provided that CEL will: (i) replace the Purchased Book with a corrected version or with a replacement of comparable value acceptable to the Institution, or (ii) refund the Purchase Price within sixty (60) days.
 - 3.3. Secure Archives. CEL will deposit a digital copy of each Purchased Book in a secure archive protected and maintained by CEL or a reputable third party. This archive contains only the digital copies; no search or viewing facilities or other utilities provided by CEL through its Hosting services are included in this service.
4. Fees and Payments.

- 4.1. Payments, Taxes, and Late Fees. Institutions ordering through a Vendor should refer to Section 1.22. Unless otherwise specified in the Order Form: (i) All payments shall be made to CEL in Canadian Dollars within thirty (30) days of invoice; (ii) All fees are subject to adjustment by CEL under Section 4.2; (iii) Institution is responsible for all related taxes. (iv) CEL reserves the right to charge a late fee of the lesser of one percent (1%) monthly or the maximum amount allowed by law on overdue amounts, and to discontinue services if any fees are more than thirty (30) days overdue.
 - 4.2. Updated FTEs. Institution represents that the FTE count specified in the Order Form is reasonably accurate, and agrees to provide updated figures annually upon CEL's request. If Institution's FTEs change, CEL reserves the right to charge or credit Institution, no more than once annually, to reflect the changed FTEs.
 - 4.3. Fee Allocations. Unless otherwise specified on the Order Form, all fees associated with content collections aggregated by CEL/Ebrary are allocated as follows: (i) One half of the combined fees represents a "Technology License Fee," which entitles Institution to receive the Institution-specific standard Ebrary Site set-up, use of proprietary Ebrary software as made available by Ebrary through the Ebrary Site, Institution-specific MARC records, customer service and other benefits, as specified in this Agreement, and to use the Ebrary Site (exclusive of Electronic Titles) and InfoTools, subject to the terms and conditions of this Agreement and the notices that appear on the Ebrary Site and any software that Ebrary may provide. (ii) The other half of the combined fees represents a "Content Usage Fee," which entitles Institution and its patrons to use the Electronic Titles, subject to the terms and conditions herein and the terms of use and copyright, privacy, and other legal notices that appear on the CEL/Ebrary Site and/or are embedded in the Electronic Titles.
5. Additional Obligations of the Parties.
- 5.1. Linking and Marketing Obligations. Institution or its agent will display Ebrary's graphic Brand Features in a mutually agreeable manner and location on the Institution Website. This display will include a Link to the Ebrary Site. The parties may issue joint press releases and mutual endorsements of the Ebrary Site. However, neither party will issue any separate press release related to the Ebrary Site without obtaining the other party's prior written approval. Institution agrees to make a good faith effort to promote the Ebrary Site to Institution's user base, by means Institution deems appropriate.
 - 5.2. Usage Conditions.
 - 5.2.1. Authorized Users. Institution will use commercially reasonable means to ensure that only Authorized Users obtain access to the CEL/Ebrary site through Institution's systems. Institution will offer access to the CEL/Ebrary site to Authorized Users through IP authentication and will provide CEL with all information necessary to implement such IP authentication. CEL may also, in its sole discretion and subject to review by its security team, permit Institution to offer access to its patrons through other secure mechanisms (such as certain proxy servers behind firewalls) that meet CEL's technical and security requirements, provided that Institution shall be solely responsible for their configuration and support, and for the maintenance and administration of end user passwords or other security mechanisms reasonably required by CEL.
 - 5.2.2. Site Access.
 - 5.2.2.1. IP Authentication. Ebrary supports patron authentication based on the Institution's fixed IP address range(s) controlled by or assigned to the Institution's physical location(s). If the Institution selects this option, it will provide CEL/Ebrary with all information necessary for implementation. There are no fees for IP authentication.
 - 5.2.2.2. Other Access Options. CEL/Ebrary also supports several other access options (e.g., remote authentication, single sign-on, secure referring url), subject to the terms of the Channel Site Access Options policy, a current copy of which is attached as Exhibit A. Institution shall be solely responsible for configuring and supporting its systems, and for maintaining and administering end user passwords or other security mechanisms reasonably required by CEL/Ebrary. Please refer to CEL/Ebrary's Channel Site Access Options policy for additional details. For the duration of this Agreement, CEL/Ebrary will waive all standard fees associated with each Pre-Approved Custom Access Option specified in the policy.
 - 5.2.3. Portals/Distributed Access. The Institution may not use the CEL/Ebrary Site to provide access to remote users who are not its direct students, faculty, staff or employees, unless (i) the CEL/Ebrary security team has reviewed and approved the proposed access method, and (ii) a Partner Portal Server Deployment exhibit is attached hereto, specifying the applicable implementation and security requirements.
 - 5.2.4. Terms of Service Binding on End Users. Institution and its Authorized Users must at all times comply with the current Terms of Service and other legal notices then posted on the Site. A copy of the currently-posted Terms of Service is attached as Exhibit B.
 - 5.2.5. Abuse of Site. CEL/Ebrary reserves the right to temporarily or permanently disable access from an individual user account or system, IP address, or range of IP addresses to stop unauthorized use of the CEL/Ebrary Site in violation of this Agreement or the applicable Terms of Service, or any other hostile action including port scanning, denial of service or intrusion attempts originating from or routed through Institution's computers or network (all of the foregoing, collectively, "Abuse"). The parties will work together in good faith to promptly identify the source of suspected or confirmed Abuse, including by investigating their own respective user logs and other electronic records. Institution will diligently

investigate suspected or confirmed cases of Abuse, and will make commercially reasonable efforts to identify the individual(s) responsible, secure for CEL/Ebrary's inspection any software tools used to effect the Abuse and any electronic files or other materials obtained through Abuse, and ensure the appropriate disposal of any improperly obtained files or materials. Upon receiving adequate assurances from Institution that Abuse has been resolved to CEL/Ebrary's satisfaction and will not resume, CEL/Ebrary will restore service without unnecessary delay.

- 5.2.7 Changes to Access Options and Terms of Service. CEL/Ebrary reserves the right to update its Channel Site Access Options and Terms of Service from time to time without prior notice. Should the Institution object, the Parties will make a good faith effort to resolve the objection in a mutually acceptable manner. If no resolution is reached, Institution's sole remedy is to terminate this Agreement upon written notice, whereupon CEL/Ebrary will promptly refund a pro-rata share of paid subscription and hosting fees.
- 5.3. Customer Support. Institutions ordering through a Vendor should refer to Section 1.22. Institution will designate two (2) qualified customer service contacts, who will provide first level customer support to its patrons regarding the use and functionality of the CEL/Ebrary Site, including but not limited to questions about the plugin, viewing, searching, sorting, browsing, navigation and content. CEL/Ebrary will provide Institution's designated customer service contacts with ongoing support consistent with CEL/Ebrary's standard support policies. In the event that Institution receives any complaint about the CEL/Ebrary Site, Institution will forward it to CEL/Ebrary customer support within 24 hours, and will inform CEL/Ebrary of any action taken or response made by Institution.
- 5.4. Usage Data. CEL/Ebrary will provide Institution with monthly reports summarizing the usage of its CEL/Ebrary Site.
- 5.5. Permitted Uses of the Materials. The Materials are protected by the Canada Copyright Act. Subject to the restrictions set out in Section 5.3, Authorized Users may make limited noncommercial use of portions of the Materials; may copy and print portions of the Materials using the copy and print features provided on the CEL/Ebrary site to the extent permitted under Canadian law pursuant to the doctrine of fair dealing; and may create links to the URLs of the Materials for access by any Authorized User. Any other use requires written permission from the copyright holder.
- 5.6. Restrictions on Use of Materials. Institution and its Authorized Users may not: modify or create a derivative work from the Materials; remove, obscure, or modify copyright notices; sell, distribute or commercially exploit the Materials; make electronic copies of the Materials for the purpose of any form of electronic redistribution, including coursepacks, reserve or interlibrary loan systems. Access or use of the Materials on a web-enabled portable device is permitted.
- 5.7. Customer Support. Institutions ordering through a Vendor should refer to Section 1.22. Institution will designate two (2) qualified customer service contacts, who will provide first level customer support to its patrons regarding the use and functionality of the CEL/Ebrary Site, including but not limited to questions about the plugin, viewing, searching, sorting, browsing, navigation and content. CEL/Ebrary will provide Institution's designated customer service contacts with ongoing support consistent with CEL/Ebrary's standard support policies. In the event that Institution receives any complaint about the CEL/Ebrary Site, Institution will forward it to CEL/Ebrary customer support within 24 hours, and will inform CEL/Ebrary of any action taken or response made by Institution.
- 5.8. Usage Data. CEL will provide Institution with monthly reports summarizing the usage of its CEL/Ebrary site.
6. Grant of Licenses by CEL.
- 6.1. Purchased Books. Subject to any further restrictions set forth in the Order Form, CEL grants to Institution a perpetual, irrevocable, worldwide, non-exclusive, royalty-free license to make each Purchased Book available to Institution's Authorized Users, subject to the following restrictions:
- 6.1.1. Access will be limited as set forth in the Order Form (e.g., single viewer titles may be viewed by only one person at a time); and
- 6.1.2. Purchased Books may only be made available to end users in electronic format via a Locally Hosted Service with digital rights management (DRM) technology designed to protect valuable digital content. The minimum DRM and security features for a Locally Hosted Service are outlined in Schedule A, which may be revised from time to time by CEL with notice in writing; and
- 6.1.3. Prior to delivering archived copies of Purchased Book(s), or a copy thereof, and at any time or from time to time during the term of this Agreement, CEL reserves the right to make inspection and satisfy itself that (i) Institution has taken commercially reasonable steps to protect and secure such copy; (ii) Institution will only make such copy available to end users through a Locally Hosted Service with commercially reasonable digital rights management (DRM) and security features; and (iii) Institution's access to and use of such copy will be strictly limited to access and use that are necessary to enable the Institution to obtain the benefit of its Perpetual License of the Purchased Book under this Agreement. Institution may not otherwise use or permit the Purchased Book to be used without permission of the copyright holder(s), except as permitted under the "fair dealing" provisions of Canadian copyright law.
- 6.1.4. Should Institution obtain a replacement Title under Section 3.2, Institution's license to the replaced Title shall be deemed void upon Institution's acceptance of the replacement Title. All terms and conditions herein that applied to the replaced Title shall be deemed to apply to the replacement Title.

- 6.2. Subscriptions. Subject to any further restriction set forth in the Order Form, CEL grants to Institution a revocable, worldwide, non-exclusive, royalty-free, limited-duration license to permit its Authorized Users to access and use the Collections and/or individual Electronic Titles specified in the Order Form during the Service Term.
7. Ownership.
- 7.1. By Institution. Institution will have and retain full and exclusive right, title and ownership interest in and to: (i) the Institution Brand Features, (iii), the Institution Website and (iv) any and all Intellectual Property Rights to each and all of the foregoing.
- 7.2. By CEL. CEL, its licensors and suppliers will have and retain full and exclusive right, title and ownership interest in and to: (i) the CEL Brand Features, (ii) the CEL Content (iii) the CEL/Ebrary site and CEL Corporate Site, and (vi) any and all Intellectual Property Rights to each and all of the foregoing.
- 7.3. Usage Data Associated With The CEL/Ebrary site. Each party will comply with the terms of its own privacy policy with respect to the use of the CEL/Ebrary site. Except as reasonably necessary to perform its obligations under this Agreement or to comply with applicable laws, neither party will disclose, transfer, sell or rent any User Data which could reasonably be used to identify a specific named individual to any third party nor will either party use such User Data on behalf of any third party except as expressly disclosed to users in such party's privacy policy. Each Party will comply with all applicable laws in using or releasing the User Data.
8. Term and Termination.
- 8.1. Term. This Agreement will be effective during an "Initial Term" to begin on the date the Order Form is approved by CEL ("Effective Date") and to end on the last day of the Service Term specified in the Order Form, unless sooner terminated as provided below. Thereafter, this Agreement will renew automatically for successive one (1) year renewal terms ("Renewal Terms") unless either party notifies the other in writing at least sixty (60) days prior to the end of a given Initial or Renewal Term of its intent not to renew the Agreement.
- 8.2. Termination. This Agreement may be terminated at any time by a party, effective immediately if the other party: (a) becomes insolvent; (b) files a petition in bankruptcy, (c) makes an assignment for the benefit of its creditors, or (d) breaches any of its material responsibilities or obligations under the Agreement which breach is not remedied within thirty (30) days from receipt of written notice of such breach.
- 8.3. Effect of Termination. Upon expiration or termination of this Agreement: (a) each party will return or, at the disclosing party's request destroy, the Confidential Information of the other party, (b) all licenses granted herein will terminate, except irrevocable Electronic Title licenses, (c) each party will within 15 days return all assets (digital, proprietary or otherwise) belonging to the other, (d) without limiting the foregoing, Institution will immediately and permanently terminate use of the CEL/Ebrary site and all Links which reference "CEL" or any derivations thereof, and (e) the following Sections will survive: 6.1-6.1.3, 7 (for a period of two years from termination), 7.3 (only as to User Data), 8.3, 9 and 10.
9. Miscellaneous.
- 9.1. Notices. Any notice or other communication regarding termination or breach of this Agreement will be in writing and given either (a) by postpaid registered or certified mail return receipt requested, (b) by courier service, (c) by hand, or (d) by facsimile or electronic mail with a copy concurrently sent by one of the above methods. All other communication to be given hereunder may be by electronic mail or in writing given by any commercially reasonable method. Notices will be deemed effective on the date actually received. Notices will be directed to Institution at the address specified in the Order Form and to CEL as follows, or to such other address as either party may specify in writing from time to time:

Address: Canadian Electronic Library
PO Box 1029
Saint-Lazare, QC J7T 2Z7
Phone & Fax (450) 458-0677
E-mail: gary@gibsonlibraryconnections.ca

Canadian Electronic Library
ORDER TERMS AND CONDITIONS
Schedule A

Minimum Security Requirements for Locally Hosted Services

1. Titles will be delivered only to Authorized Users as determined by IP Authentication.
2. Under no circumstances will complete digital copies of Titles be delivered or made available to users.
3. Print, copy and viewing functions will be managed by the system. Print and copy limits or restrictions must be placed on printing and copying to insure that copyrights are protected.
4. The system will be capable of managing and controlling the simultaneous-use restrictions applicable to each Title according to the conditions of the purchase of the title set forth in the Order Form.



Channel Site Access Options

(Last updated: 07/24/07)

1. Standard, Fixed IP-Range Site Access:

Fee: None (included)

There will be no charge to establish or modify standard Channel Sites that support patron authentication based only on the Institution's fixed IP address range(s) controlled by or assigned to the Institution's physical location(s).

2. Pre-Approved Custom Access Options:

Fee: Standard fees apply

The following access options have been pre-approved by CEL/Ebrary's operations and security team:

For methods (a) through (e) below, the Institution shall be solely responsible for configuring and supporting its access systems, and for maintaining and administering end user passwords or other security mechanisms reasonably required by CEL/Ebrary, including (i) never establishing shared passwords that enable CEL/Ebrary access, (ii) never posting CEL/Ebrary access passwords on internal or public internet sites, and (iii) maintaining user access logs for a period of at least 30 days to support investigation of Channel Site misuse by end users.

- a) Remote Authentication. Secure remote user authentication systems that validate individual usernames and passwords, providing the remote user with access to CEL/Ebrary from within the Institution IP range. May include URL rewriting proxy servers (which may be included in CMS or OPAC systems) or Virtual Private Network (VPN) systems.
- b) Single-Sign-On Products. CEL/Ebrary integrated single-sign-on systems, operating within the Institution IP range. These systems have been developed and tested by the software vendors to use ebrary APIs to provide secure authentication of users to CEL/Ebrary. This option is currently available with EZproxy and Blackboard, and may be developed for other products.
- c) Single-Sign-On Module. Single-sign-on using integration with Institution secure user authentication system using a compatible CEL/Ebrary API authentication module. Institution must have web software development expertise and meet CEL/Ebrary qualification requirements to integrate the CEL/Ebrary API authentication module. Modules may not be available for all web server software platforms. Integration will be at Institution's expense. API integration support will be provided by CEL/Ebrary at its then-current time and materials rates.
- d) Access Management Providers. Subscription access management systems (such as EduserV Athens) as supported by ebrary. The Institution shall be responsible for its relationship with the access management service provider, and for all account administration.
- e) Referring URL. Secure remote user authentication systems that validate individual assigned usernames and passwords, providing a secure referring URL link to CEL/Ebrary. This method is disfavored, but may be allowed on an exception basis for specific Channel Sites based on CEL/Ebrary review of the Institution's implementation, CEL/Ebrary's assessment of the Institution's web development capabilities and resources.

By requesting Referring URL access, the Institution will be deemed to accept the following terms: Remote access to CEL/Ebrary must be individually authenticated and secure. Any unauthorized access or abuse detected on a referring URL Channel Site may result in immediate disabling of the referring URL path. CEL/Ebrary may use geographic IP verification to limit each referring URL channel to access only by IPs assigned to the Institution's country or countries. The Institution must integrate an CEL/Ebrary API authentication module compatible with its system at Institution's expense when/if the module becomes available.

Note that the Institution must have web software development expertise and meet CEL/Ebrary qualification requirements to integrate the CEL/Ebrary API authentication module. API integration support will be provided by CEL/Ebrary at its then-current time and materials rates.

- f) Other Commercial Systems. Any other standard commercially-available authentication system that provides commercially reasonable authentication and security, and that is supported by CEL/Ebrary for other customers as a standard product feature.
- g) Ebrary RPA. Ebrary remote patron authentication service (RPA), an Ebrary hosted service using an Institution-supplied list of individual usernames and passwords.

3. Other Access Options (Ebrary Pre-Approval Required):

Fee: To be agreed in writing before implementation

Requests for other access options may be submitted to Operations for evaluation.

- a) Custom Systems. Custom developed or proprietary secure user authentication systems that meet Ebrary's technical and security requirements, permitted at Ebrary discretion subject to review by Ebrary security team.
- b) Ebrary APIs. Customized Ebrary API single-sign-on integration (not utilizing a standard Ebrary API authentication module). Institution must have web software development expertise and meet Ebrary qualification requirements to integrate the Ebrary APIs. Integration will be at Institution expense. API Integration support will be provided by Ebrary at its then-current time and materials rates.