



## Canadian Electronic Library Purchase Order Form

<b>Institution Name:</b>		<b>PO#:</b>
<b>Address:</b>		
<b>Library type:</b>	<b>FTE:</b>	
<b>Primary Business Contact</b>	<b>Primary Technical Contact</b>	
<b>Full Name:</b>	<b>Full Name:</b>	
<b>E-mail:</b>	<b>E-mail:</b>	
<b>Phone:</b>	<b>Phone:</b>	
<b>Fax:</b>	<b>Fax:</b>	

Product(s) Ordered:	Subtotals	Totals
Subscription Product(s) – Refer below for details		
Perpetual Access Product(s) – Refer below for details		
Hosting Total (if applicable)	waived	
Purchase Total		
<b>TOTAL</b>		<b>C\$</b>

**Special Instructions:**

<p><b>I am a duly authorized agent or representative of the Institution. On its behalf, I have read, understood, and hereby agree to accept, without revision, the applicable ORDER TERMS AND CONDITIONS document (version 012209) which is incorporated herein by reference.</b></p>
<b>Institution Signature:</b>
<b>Print Name:</b>
<b>Title:</b>
<b>Date:</b>

### Subscription Product(s) – Details

Collection(s):	Sales Price	Term	Fees
Canadian Publishers Collection			
Canadian Public Policy Collection*			
Canadian Health Research Collection*			
<b>Total Fees</b>			

### Perpetual Access Product(s) – Details

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

<b>Purchased Books:</b>
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 012209)

The order form that references this document (“Order Form”), together with the terms herein, shall upon execution by Institution and acceptance by Gibson Library Connections (“GLC”) constitute a contract (the “Agreement”) between the Institution and GLC, a Canadian corporation with its principal place of business at PO Box 1029, Saint Lazare, Quebec J7T 2Z7. The Institution and GLC 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 GLC/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 GLC/Ebrary site from Institution’s premises or remotely.
  - 1.2. “**Collections**” are collections of electronic versions of books, journals, or other works selected by GLC, with a shared characteristic such as subject or language. GLC updates and revises its collections from time to time, and reserves the right to add or remove any title in its sole discretion.
  - 1.3. “**Copy or Print Transactions**” means transactions involving the printing or copying and pasting of the Electronic Titles.
  - 1.4. “**Electronic Titles**” means the electronic versions of books, journals, and other works licensed by GLC and made available to Institution through the GLC/Ebrary site. Electronic versions may differ from print versions of the same title.
  - 1.5. “**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 GLC/Ebrary site.
  - 1.6. “**GLC/Ebrary site**” means the web site hosted by GLC as a licensor of Ebrary Inc. as specified in Section 2.2, through which GLC/Ebrary will provide the tools necessary to access a primary collection of Electronic Titles.
  - 1.7. “**GLC Content**” means the materials, graphics, HTML, XML and other browser-based content, data and information made available by GLC through the GLC/Ebrary site, excluding the Electronic Titles.
  - 1.8. “**Hosting**” and “**Hosting Services**” consists of GLC/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.
  - 1.9. “**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.
  - 1.10. “**Institution Website**” means a Web site owned and operated by Institution or its agent.
  - 1.11. “**Institution**” means the purchasing entity, as set forth in the Order Form.
  - 1.12. “**Launch Date**” means the date on which the GLC/Ebrary site is made available to Institution’s end-users.
  - 1.13. “**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.
  - 1.14. “**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.
  - 1.15. “**Materials**” is the collective term given to the text, images, and other materials available on the GLC/Ebrary Site.
  - 1.16. “**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.
  - 1.17. “**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.
  - 1.18. “**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.
  - 1.19. “**Service Term**” refers to the requested time period during which GLC will service a Subscription and/or or host a Purchased Book(s), as set forth in an Order Form.
  - 1.20. “**Subscription**” refers to the payment of fees in exchange for the right to access certain Titles for a limited period of time which is defined in the Order Form.
  - 1.21. “**User Data**” means personally identifiable information provided by users of the GLC/Ebrary site to gain access to or use the GLC/Ebrary site.

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, GLC will construct a standard GLC/Ebrary site for use by Institution's patrons and will generate custom MARC record sets for Institution's use of the GLC/Ebrary site. At Institution's option, Institution or its agent may design and host a customized banner, subject to GLC's technical specifications, which will appear on Institution's GLC/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. **Updates and Enhancements.** GLC will provide to Institution such free updates, enhancements, and future releases as GLC may choose to make available to its library customer base as a whole.
  - 2.4. **Operation and Maintenance.** GLC will, at its own expense, provide and manage all servers, telecommunications, facilities maintenance, and operations related to the hosting of the GLC/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 GLC/Ebrary site, GLC will use commercially reasonable efforts to correct such problems as soon as reasonably practicable.
  - 2.5. **Launch Date.** GLC will endeavor to make the GLC/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 GLC 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.
  - 2.6. **Access and Simultaneous Use.** The GLC/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 GLC learn that a Purchased Book contains significant error(s), or should GLC become aware of copyright infringement or other legal issues that may result in the imposition of liability on GLC or its suppliers, GLC reserves the right to stop hosting such Purchased Book, provided that GLC 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.** GLC will deposit a digital copy of each Purchased Book in a secure archive protected and maintained by GLC or a reputable third party. Institution will be given password-controlled access to this site, and will have rights to transfer copies of each Purchased Book to its own facilities for use subject to the provisions this Agreement. Archived digital copies are stored in PDF form; each file is designated by ISBN or other unique access number. This archive contains only the digital copies; no search or viewing facilities or other utilities provided by GLC through its Hosting services are included in this service.
4. **Fees and Payments.**
  - 4.1. **Payments, Taxes, and Late Fees.** Unless otherwise specified in the Order Form: (i) All payments shall be made to GLC in Canadian Dollars within thirty (30) days of invoice; (ii) All fees are subject to adjustment by GLC under Section 4.2; (iii) Institution is responsible for all related taxes.
  - 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 GLC's request. If Institution's FTEs change, GLC reserves the right to charge or credit Institution, no more than once annually, to reflect the changed FTEs.
5. **Additional Obligations of the Parties.**
  - 5.1. **Usage Conditions.**
    - 5.1.1. **Authorized Users.** Institution will use commercially reasonable means to ensure that only Authorized Users obtain access to the GLC/Ebrary site through Institution's systems. Institution will offer access to the GLC/Ebrary site to Authorized Users through IP authentication and will provide GLC with all information necessary to implement such IP authentication. GLC 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 GLC'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 GLC.

- 5.2. Abuse of Site. GLC reserves the right to temporarily or permanently disable access from an IP address or range of IP addresses to stop unauthorized use of the GLC/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").
- 5.3. 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 GLC/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.
- 5.4. 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; or access or use, or attempt to access or use, any Material on any stand-alone device or in any manner other than through the GLC\Ebrary site .
- 5.5. Customer Support. Institution will designate two (2) qualified customer service contacts. GLC will provide Institution's designated customer service contacts with ongoing support consistent with GLC's standard support policies. In the event that Institution receives a complaint about the GLC/Ebrary site that needs to be redressed by GLC, Institution will notify GLC and GLC will make its best efforts to respond and resolve the problem within 24 hours.
- 5.6. Usage Data. GLC will provide Institution with monthly reports summarizing the usage of its GLC/Ebrary site.
6. Grant of Licenses by GLC.
- 6.1. Purchased Books. Subject to any further restrictions set forth in the Order Form, GLC 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 GLC 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, GLC 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, GLC 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 GLC. GLC, its licensors and suppliers will have and retain full and exclusive right, title and ownership interest in and to: (i) the GLC Brand Features, (ii) the GLC Content (iii) the GLC/Ebrary site and GLC Corporate Site, and (vi) any and all Intellectual Property Rights to each and all of the foregoing.
- 7.3. Usage Data Associated With The GLC/Ebrary site. Each party will comply with the terms of its own privacy policy with respect to the use of the GLC/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 GLC ("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 GLC/Ebrary site and all Links which reference "GLC" 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 GLC as follows, or to such other address as either party may specify in writing from time to time:

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