



BC Academic Health Council

LICENSE AGREEMENT BETWEEN WOLTERS KLUWER HEALTH MEDICAL RESEARCH (OVID TECHNOLOGIES) AND THE ELECTRONIC HEALTH LIBRARY OF BC (E-HLBC)

THIS LICENSE AGREEMENT IS MADE AS OF the 14th day of March, 2006

BETWEEN

1 [Wolters Kluwer Health Medical Research (Ovid Technologies), 333 Seventh Avenue, 20th Floor, New York, New York, U.S.A. 10001

and

2 British Columbia Academic Health Council Electronic Health Library of British Columbia, 4th Floor, Seventh Avenue, Vancouver, British Columbia

WHEREAS Ovid holds or administers the rights granted under this Agreement,

AND WHEREAS Ovid desires to grant to Members of the Consortium "the License to use such rights for the Fee, subject to the terms and conditions of this Agreement,

AND WHEREAS the Consortium has appointed the British Columbia Academic Health Council to act as its Agent in negotiating and administering this Agreement on behalf of the Consortium,

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

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

Agent The British Columbia Academic Health Council, appointed by the Consortium to act on the Consortium's behalf.

Authorized Users Each Member and each employee, including faculty, health care providers, policy makers, researchers, of the Member (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at the Member, who are permitted to access the Secure Network from within the Premises or from such other places where Authorized Users work or study (including but not limited to Authorized Users' offices and homes, halls of residence and student dormitories) and who have been issued by the Member with a password or

other authentication and such other users as are identified on Schedule 1.

- Commercial Use** Use of the Licensed Materials for the purposes of monetary reward (whether by or for the Consortium, or Authorized Users or Walk-in Users) by means of sale, resale, loan, transfer, hire or other form of exploitation. For the avoidance of doubt, neither recovery of direct costs exclusive of the Fee by any Member from Authorized Users or Walk-in Users, nor use by the Consortium, or Authorized Users or Walk-in Users of the Licensed Materials in the course of research funded by a commercial organization, nor the payment of a fee by a person in order to be registered with the Member as a Walk-in User, is deemed to constitute Commercial Use.
- Course Packs** A collection or compilation of materials (e.g. book chapters, journal articles) assembled by a Member for use by its students in a class for the purposes of instruction.
- Database** The electronic items as set out in Schedule 3 including textual, numerical and statistical data; indexes, abstracts and other metadata; graphics; images; linking data; and any other data which Ovid has the right to license, or to which access is provided by Ovid, pursuant to the terms of this Agreement, as may be supplemented or modified from time to time by or on behalf of Ovid but subject to the terms of this Agreement.
- Electronic Reserve** Electronic copies of materials (e.g. book chapters, journal articles) made and stored on the Secure Network by the Consortium or by a Member for use by its students in connection with specific courses of instruction offered by a Member to its students
- Fee** The Fee set out in Schedule 2 as may be amended from time to time by agreement between the parties.
- Licensed Materials** The Database and Licensed Software as set out in Schedule 3 as may be amended from time to time by agreement between the parties.
- Licensed Software** The software to be made available by Ovid as set out in Schedule 3 intended for use to search, view, retrieve, display, download and print any electronic item in the Database, as may be modified from time to time.
- Member** A university, other educational institution, health authority, health agency, professional association or research organization that is a member of the Consortium and listed in Schedule 1 and Schedule 4, and which has agreed by virtue of its membership to be bound by the terms and conditions of this Agreement.

Payment Schedule The intervals for payment of the Fee set out in Schedule 2.

Premises The physical premises of the Member, at which a computer having an IP address, as set out in Schedule 5, is installed.

Ovid's Representative

A third party appointed from time to time by Ovid to act on Ovid's behalf who undertakes any or all of Ovid's obligations under this Agreement, as agreed between Ovid and Ovid's Representative.

Secure Network A network (whether a standalone network or a virtual network within the Internet) that is only accessible to Authorized Users and Walk-in Users approved by a Member whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Member.

Server The server, either Ovid's server or a third party server designated by Ovid, on which the Licensed Materials are mounted and may be accessed.

Usage Data The data and reporting requirements specified in Schedule 6, made available to the Consortium and Members in machine-readable form.

Walk-in Users Individuals other than Authorized Users, whom a Member has permitted to have occasional access to the Secure Network at a computer workstation physically located on the Member's Premises.

2. GRANT OF LICENSE

- 2.1 Ovid hereby grants to the Consortium and the Members the non-exclusive and non-transferable right to permit Authorized Users wherever located to access the Licensed Materials via a Secure Network and using the access methods specified in Schedule 3 for the purposes of research, teaching, private study, and administrative use associated with the normal practices and activities of the Consortium and the Members, subject to the terms and conditions of this Agreement. The Consortium agrees to pay the Fee and abide by the Payment Schedule as specified in Schedule 2.
- 2.2 This Agreement shall commence as of the date of this Agreement and shall terminate automatically on [date], unless previously terminated in accordance with the terms of this Agreement.

3. USAGE RIGHTS

- 3.1 The Consortium and the Members, subject to clause 6 below, may:
 - 3.1.1 Make such local electronic copies of part of the Licensed Materials by



means of caching as may be necessary solely to ensure efficient use of such materials by Authorized Users and Walk-in Users.

- 3.1.2 Allow Authorized Users and Walk-in Users to have access to the Licensed Materials including an integrated author, article title and keyword index of Licensed Material, from the Server via the Secure Network. (The "server" refers to Ovid's server).
 - 3.1.3 Provide single printed or electronic copies of single articles upon request to individual Authorized Users.
 - 3.1.4 Display, download to workstation (s) including multiple workstation labs and training centers or print the Licensed Materials for the purpose of internal use or testing or for training Authorized Users. The information will not be downloaded to a server but rather the Ovid server will be accessed for this information.
 - 3.1.5 Any use of the contracted products by the Consortia and/or its members with Ovid must exclude use by for profit entities such as biotech companies, pharmaceutical companies, medical device companies, food science technology companies. Doctors, physiotherapists, occupational therapists, healthcare providers and the like, and their practices are allowed access under this license and will not be considered to be for profit in this agreement.
- 3.2 Authorized Users and Walk-in Users, subject to clause 6 below, may:
- 3.2.1 Search, view, retrieve and display the Licensed Materials.
 - 3.2.2 Electronically save parts of the Licensed Materials for personal use.
 - 3.2.3 Print single copies of parts of the Licensed Materials.
 - 3.2.4 Establish links of single copies of individual articles or items of the Licensed Materials electronic form to other Authorized Users; for the avoidance of doubt, this sub-clause shall include the distribution of an electronic links for teaching purposes to all individual student Authorized Users in a class at a Member.
- 3.3 Nothing in this Agreement shall in any way limit the ability of the Consortium, Authorized Users and Walk-in Users to engage in or conduct any activity that would not constitute an infringement under Canadian copyright laws, in respect of a copyrighted work.

4. SUPPLY OF COPIES TO OTHER LIBRARIES

- 4.1 Members, subject to clause 6 below, may supply to a library of a non-Member (whether by post, fax or secure transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing), for the purposes of research or private study and not for Commercial Use, a single paper copy of an electronic original of an individual document being part of the Licensed Materials limited to LWW content when "ariel" is used. Ovid's

distributor license with the content providers and publishers does not permit the use of ariel for transmitting E.B.M.R. (Wiley Publishers) or Medline (National Library of Medicine), and other additional content that may be acquired by the eHLBC group from Ovid in the future.

5. COURSE PACKS AND ELECTRONIC RESERVE

- 5.1 Members, subject to clause 6 below, may incorporate parts of the Licensed Materials in printed Course Packs and Electronic Reserve collections for the use of Authorized Users in the course of instruction at a Member, but not for Commercial Use. Each such item shall carry appropriate acknowledgement of the source, listing title and author of the extract, title and author of the work, and Ovid. Copies of such items shall be deleted by the Member when they are no longer used for such purpose and or at the end of each course including the examination period and all related course work each school year. Course packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorized Users who, in the reasonable opinion of the Member, are visually impaired. Course packs will include only the link to the Ovid delivered content and articles cannot be downloaded and held in course packs due to licensing restrictions between Ovid and the content providers and publishers.

6. PROHIBITED USES

- 6.1 Neither the Consortium nor Authorized Users nor Walk-in Users may:
- 6.1.1 remove or alter the authors' names or Ovid's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials.
 - 6.1.2 use any software such as webcrawlers, or any other means to systemically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose.
 - 6.1.3 mount or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web without the prior written consent of Ovid or except pursuant to any separate agreement as Ovid and a Member may enter into.
- 6.2 Ovid's explicit written permission must be obtained in order to:
- 6.2.1 use all or any part of the Licensed Materials for any Commercial Use.
 - 6.2.2 systematically distribute the whole or any part of the Licensed Materials to anyone other than Authorized Users other than permitted under clause 4.1.
 - 6.2.3 publish, distribute or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material, other than as permitted in this Agreement.
 - 6.2.4 alter, abridge, adapt or modify the Licensed Materials, except to the

extent necessary to make them perceptible on a computer screen or as otherwise permitted in this Agreement, to Authorized User and Walk-in Users. For the avoidance of doubt, no alteration of the words or their order or of the copyright or other notices or disclaimers is permitted.

7. OVID'S WARRANTIES, INDEMNITIES AND LIMITATION OF LIABILITY

- 7.1 Ovid warrants to the Consortium and the Members that the Licensed Materials used in accordance with this Agreement do not infringe the copyright or any other proprietary or intellectual property rights of any person.
- 7.2 Ovid warrants to the Consortium and the Members that it has the right and power to grant the license to access and use the Licensed Materials as provided for in this Agreement.
- 7.3 Ovid shall indemnify and hold the Consortium and the Members 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 the Consortium or any of its Members claiming infringement of such rights. This indemnity shall survive the termination of this Agreement for any reason. This indemnity shall not apply to any specific Licensed Material if the Consortium or any of its Members has amended the Licensed Material in any way not permitted by this Agreement. See the complete list of the members of the consortium in the definitions section of this agreement.
- 7.4 Ovid warrants to the Consortium that the total non-scheduled downtime directly attributable to the Server, Ovid's local network, and/or Ovid's Internet Service Provider supporting the Licensed Material will cumulatively amount to less than 12 hours during the periods of 6:30 am through 8:00 pm Pacific Time, Monday through Friday, in any given calendar month.
- 7.5 Except as expressly provided in this Agreement, Ovid makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Licensed Material, merchantability or fitness of use for a particular purpose. The Licensed Material is supplied 'as is'.
- 7.6 Except as provided in clause 7.1, under no circumstances shall Ovid be liable to the Consortium or the Members or any other person, including but not limited to Authorized Users, for any special, exemplary, incidental or consequential damages of any character arising out of the inability to use, or the use of, the Licensed Materials.
- 7.7 Irrespective of the cause or form of action, Ovid's aggregate liability for any claims, losses, or damages arising out of any breach of this Agreement shall in no circumstances exceed the Fee paid by the Consortium to Ovid under this Agreement in respect of the term of this Agreement during which such claim, loss or damage occurred. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

8. OVID'S UNDERTAKINGS

8.1 Ovid shall:

- 8.1.1 make the Licensed Materials available to the Consortium and the Members from the Server in the media, format and time schedule specified in Schedule 3. Ovid will notify the Consortium at least sixty (60) days in advance of any anticipated specification change applicable to the Licensed Materials. If the change renders the Licensed Materials less useful in a material respect to the Consortium and the Members, the Consortium may treat such changes as a material or persistent breach of this Agreement under clause 12.1.2.
- 8.1.2 use reasonable efforts to make available the electronic copy of each journal issue in the Licensed Materials at the same time of publication of the printed version.
- 8.1.3 provide the Consortium, within 30 days of receipt of information from the Consortium as per clause 10.1.3, with information sufficient to enable the Consortium and Authorized Users and Walk-in Users to access the Licensed Materials.
- 8.1.4 use reasonable efforts to ensure that the Server has adequate capacity and bandwidth to support the usage by the Consortium and Authorized Users and Walk-in Users at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Agreement.
- 8.1.5 use reasonable efforts to ensure that Licensed Materials will be accessible and inter-operable with prevailing Web browsers (currently Netscape and Internet Explorer) including at a minimum, the most recent two major releases (current release and one release prior) and all the associated subsets. Any upgrades or functional changes to the Server will be implemented in a manner that ensures that, at a minimum, the most recent two major releases and all of the associated subsets of prevailing Web browsers at that time will continue to inter-operate with the Server and be able to access, retrieve and display the Licensed Materials.
- 8.1.6 use reasonable efforts to make the Licensed Materials available to the Consortium and Authorized Users at all times and on a twenty-four hour (24) basis, save for routine maintenance, at times when demand for access to licensed materials is relatively low such as 12:00 am midnight to 6:00 am local time, (which shall be notified to the Consortium at least 24-48 hours in advance whenever possible), and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service directly attributable to the Server, Ovid's local network, and/or Ovid's Internet Service Provider.

8.2 Ovid reserves the right at any time to withdraw or add any titles and some/all

associated items from/to the Licensed Materials. Ovid shall give written notice to the Consortium of such changes. If any change(s) singly or cumulatively render(s) the Licensed Materials less useful in a material respect to the Consortium and the Members, the Consortium may treat such changes as a material or persistent breach of this Agreement under clause 12.1.2.

- 8.3 Ovid shall collect and compile Usage Data.
- 8.4 Ovid shall disclose to the Consortium such Usage Data relating to the Consortium as the Consortium may request, provided that the disclosure of such data fully protects the anonymity of individual users and the confidentiality of their searches, and is not contrary to applicable privacy laws. Ovid shall disclose to each Member such Usage Data relating to the Member as the Member may request, providing that the disclosure of such data fully protects the anonymity of individual users, the confidentiality of their searches, and is not contrary to applicable privacy laws.
- 8.5 Ovid shall not disclose or sell to other parties statistical usage information about the Consortium or Authorized Users or Walk-in Users without the Consortium's and the Members' permission. Ovid does reserve the right to aggregate statistics for business development purposes.

9. LICENSE FEE

- 9.1 The Consortium shall, in consideration for the rights granted under this Agreement, pay the Fee in accordance with the Payment Schedule. For the avoidance of doubt, the Fee shall be exclusive of any applicable Canadian taxes and the Consortium shall be liable for any such taxes in addition to the Fee.

10. CONSORTIUM'S AND MEMBER'S UNDERTAKINGS

- 10.1 The Consortium shall:
 - 10.1.1 use reasonable efforts to inform the Members of the terms and conditions of this Agreement.
 - 10.1.2 in the event the Consortium receives information about a breach of any of the terms of this Agreement by a Member, promptly enter into discussions with the Member and use reasonable efforts to convince the Member to rectify the breach within thirty (30) days as required by clause 12.7. The Consortium shall also concurrently notify Ovid at the same time as it enters into discussions with the Member.
 - 10.1.3 provide Ovid, within 30 days of the date of this Agreement, with information sufficient to enable Ovid to provide access to the Licensed Material in accordance with its obligation under clause 8.1.3. Should the Members make any significant change to such information, the Consortium shall notify Ovid not less than ten (10) days before the change takes effect.
- 10.2 The Members shall:

- 10.2.1 use reasonable efforts to ensure that Authorized Users and Walk-in Users are appropriately notified of the importance of respecting the intellectual property rights in the Licensed Materials and of the sanctions which each Member imposes for failing to respect such rights.
- 10.2.2 use reasonable efforts to notify Authorized Users and Walk-in Users of the terms and conditions of this Agreement applicable to them and to take steps to protect the Licensed Materials from unauthorized use or other breaches of this Agreement.
- 10.2.3 use reasonable efforts to monitor compliance with the terms and conditions of this Agreement by Authorized Users and Walk-In Users, and immediately upon becoming aware of any unauthorized use or other breach, inform Ovid and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence.
- 10.2.4 keep full and up-to-date records of all Authorized Users and their access details and provide the Consortium with details of such additions, deletions or other alterations to such records as are necessary to advise and enable Ovid to provide Authorized Users with access to the Licensed Materials in accordance with this Agreement.
- 10.2.5 use reasonable efforts to ensure that only Authorized Users and Walk-in Users are permitted access to the Licensed Materials.
- 10.2.6 use reasonable efforts to ensure that authorized users who are permitted access to licensed materials are not making use of Ovid's products for commercial use. (see 10.2.3). Use reasonable efforts to delete ID and Passwords for users who are abusing access when necessary.

11. UNDERTAKINGS BY BOTH PARTIES

- 11.1 Each party shall use its best efforts to safeguard the intellectual property, confidential information and proprietary rights of the other party.

12. TERM AND TERMINATION

- 12.1 In addition to automatic termination under clause 2.2, this Agreement shall be terminated:
 - 12.1.1 if the Consortium willfully defaults in making payment of the Fee as provided in this Agreement and fails to remedy such default within thirty (30) days of notification in writing by Ovid.
 - 12.1.2 if Ovid commits a material or persistent breach of any term of this Agreement and fails to remedy the breach within thirty (30) days of notification in writing by the Consortium.
 - 12.1.3 if the Consortium commits a willful, material or persistent breach of

the terms of this Agreement, and fails to remedy the breach within thirty (30) days of notification in writing by Ovid.

- 12.2 If public funding of the Consortium or funding of the Consortium by the Members is materially reduced and the Consortium thereby becomes unable to pay future amounts payable pursuant to this Agreement, the Consortium may give Ovid written notice of termination and this Agreement shall terminate effective 30 days after the giving of such notice, if the Consortium has failed to pay the Fee for the calendar year in which such notice was given, or if the Consortium has paid the Fee for the calendar year in which such notice was given, January 1 of the following year.
- 12.3 On termination all rights and obligations of the parties automatically terminate except for obligations in respect of Licensed Materials to which access continues to be permitted as provided in clause 12.4.
- 12.4 On termination of this Agreement, the Consortium, Authorized Users and Walk-in Users shall retain the right to access and use only that archived content which Ovid is approved to provide by its information providers, except where such termination is due to a breach of the Agreement by the Consortium which the Consortium has failed to remedy as provided in clause 12.1.1 and 12.1.3, in which case such continuing access shall be provided in respect of Licensed Materials published up to the date of such breach. On termination of this Agreement, Ovid shall at its option provided that:
 - 12.4.1 the Consortium and each Member seeking access continues to adhere to its obligations with respect to the restrictions on use of the licensed materials as provided in this Agreement;
 - 12.4.2 each Member permitting access to Walk-in Users continues to limit such access to the Premises; and
 - 12.4.3 each Member seeking access pays to Ovid a maintenance amount reflecting Ovid's costs for facilitating such on-line access as Ovid and Member, acting reasonably, may agree.
- 12.5 On termination of this Agreement for cause, as specified in clauses 12.1.1 and 12.1.3, the Consortium shall immediately cease to make available the Licensed Materials to Authorized Users and Walk-in Users.
- 12.6 On termination of this Agreement for cause, as specified in clause 12.1.2, Ovid shall forthwith refund the unused proportion of the Fee that represents the paid but un-expired part of the term of this Agreement.
- 12.7 If a Member commits a willful, material or persistent breach of the terms of this Agreement and the Member fails to remedy the breach within thirty (30) days notice from Ovid to the Member and the Consortium, or the Member fails to commence and diligently pursue steps to remedy the breach within thirty (30) days notice from Ovid to the Member and the Consortium, Ovid may terminate the license and rights granted to the Member pursuant to this Agreement by giving notice of termination to the Member and the Consortium. Upon the giving of notice of termination, Ovid may discontinue

providing the Member access to the Licensed Materials for the remainder of the term of this Agreement.

- 12.8 Ovid reserves the right to temporarily suspend any Member's access to Licensed Materials for infringement of Ovid's intellectual property rights in the Licensed Materials or for a breach of the terms of this Agreement that threatens either the performance or security of the Server. Forthwith after suspending such access Ovid shall issue a notice to the Member and the Consortium of the breach specifying the activity of the Member that caused the breach. Ovid shall forthwith restore access to the Member upon receipt of notice that such activity has ceased and that the Member has made reasonable efforts to protect against recurrence of such activity.

12.9

In the event that Ovid is in breach of its warranty set out in clause 7.4, the Consortium, at its option and on notice to Ovid may receive a pro-rated refund for the access time that was not provided. Ovid is bound by agreements with the content providers and publishers that prohibit Ovid from extending service or a service agreement without the publishers or content providers consent.

13. General

- 13.1 The following documents shall comprise the entire agreement between both parties concerning the subject matter of this Agreement, and, in the event of any dispute concerning construction thereof, shall have the following order of precedence:
- A) This Agreement and all schedules and other documents attached and incorporated by reference.
 - B) Ovid's revisions based on the Wednesday, September 21, 2005 meeting as outlined in the Friday, September 23, 2005 document.
 - c.) Ovid's response to the Consortium's Request for Proposal dated November 15, 2004
 - D.) The Consortium's Request for Proposal dated October 14, 2004.
- 13.2 Alterations to this Agreement and to the Schedules to this Agreement are only valid if they are recorded in writing and signed by both parties.
- 13.3 Subject to clause 13.3.1, Ovid and the Consortium may not assign the agreement without a written agreement between Ovid and the Consortium. If the Consortium does not wish to conduct business with Ovid they may cancel the subscription in part or in its entirety at the next renewal period. If Ovid does not wish to conduct business with the Consortium they may cancel the subscription in part or in its entirety at the next renewal period. The Consortium may not assign the agreement or give access to any other party without Ovid's consent. In other words, both Ovid and the Consortium have equal rights with respect to this clause.

- 13.3.1 The Consortium may assign the Agreement to a successor not-for-profit corporation whose members include the Members. In the event that the Consortium assigns this Agreement to such a successor, Ovid shall not be obliged to grant any license or privilege pursuant to this Agreement to any member of the assignee who was not a Member immediately prior to the assignment.
- 13.4 If rights in all or any part of the Licensed Materials are assigned to another Ovid shall use its best efforts to ensure that the terms and conditions of this Agreement are maintained.
- 13.5 Any notices to be served on either of the parties or on a Member by the other shall be sent by registered mail, courier or facsimile to the address of the addressee as set out in this Agreement or to such other address as notified by either party to the other as its address for service of notices. Any such notice sent by registered mail shall be deemed to have been given 14 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.
- 13.6 Neither party's nor a Member'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.
- 13.7 The invalidity or un-enforceability of any provision of this Agreement shall not affect the continuation or enforceability of the remainder of this Agreement.
- 13.8 Either party's waiver, or failure to require performance by the other, of any provision of this Agreement will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.
- 13.9 If the parties disagree over an interpretation of this Agreement or whether a party or a Member is in breach of any part of this Agreement, the parties and any such Member shall in good faith 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 cooperate in good faith in pursuing mediation or such other means.
- 13.10 This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia, and the laws of Canada applicable therein.
- 13.11 Ovid agrees that any action or proceeding instituted by it relating to this Agreement or its dealings with the Consortium or a Member pursuant to this Agreement shall be brought in a court of competent jurisdiction in the Province of British Columbia, Canada, and for that purpose Ovid now irrevocably and unconditionally attorns and submits to the jurisdiction of such court. Ovid further agrees that either the Consortium or any Member may, at

their sole discretion, bring any action or proceeding relating to this Agreement in a court of competent jurisdiction in the Province of British Columbia, Canada or in any jurisdiction in which Ovid is incorporated, registered or resident. In any such event, Ovid agrees that it will irrevocably waive any right to, and will not, oppose any such action or proceeding on any jurisdictional basis, including forum non conveniens.

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

FOR **OVID**:

Name (in block capitals)	Date
--------------------------	------

Position/Title

FOR THE CONSORTIUM: **Electronic Health Library of BC (e-HLbc)**

George Eisler

Name (in block capitals)	Date
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BC Academic Health Council, CEO

Position/Title

SCHEDULE 1

AUTHORIZED USERS

A schedule dated March 15, 2006 to the Agreement March 14, 2006 between **Ovid** and **e-HLbc**.

- BC Association for Marriage and Family Therapy
- BC Association for Play Therapy
- BC Association of Kinesiologists
- BC Association of Medical Radiation Technologists
- BC Association of Optometrists
- BC Association Speech-Language Pathologists and Audiologists
- Board of Registration for Social Workers
- British Columbia Association of Podiatrists
- British Columbia College of Chiropractors
- British Columbia Society of Laboratory Science - {MLT's & MLA's}
- College of Dental Hygienists of British Columbia
- College of Dental Surgeons of British Columbia
- College of Dental Technicians of British Columbia - DT
- College of Dental Technicians of British Columbia - DTA
- College of Denturists of BC
- College of Dietitians of BC
- College of Licensed Practical Nurses of British Columbia (1 yr training post-secondary)
- College of Massage Therapists of BC
- College of Midwives of British Columbia
- College of Naturopathic Physicians of British Columbia
- College of Occupational Therapists of BC
- College of Opticians of BC
- College of Pharmacists of BC
- College of Physical Therapists of British Columbia
- College of Physicians and Surgeons of BC
- College of Psychologists of British Columbia
- College of Registered Psychiatric Nurses of BC
- College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC
- Registered Nurses Association of BC (2-5 yr post-secondary training)
- Acupuncturists
- Herbalists
- Registered TCM practitioners
- Doctors of TCM
- Other (from "Breakdown of Employees by Health Authority" includes contingency for "unknowns")
- British Columbia Institute of Technology
- Camosun College
- Capilano College
- College of New Caledonia
- College of the Rockies
- Columbia College
- Douglas College
- Emily Carr Institute of Art and Design
- Institute of Indigenous Government/Union of BC Indian Chiefs
- Justice Institute of British Columbia
- Kwantlen University College
- Langara College
- Lester B. Pearson College of the Pacific

- Malaspina University-College
- Nicola Valley Institute of Technology
- North Island College
- Northern Lights College
- Northwest Community College
- Okanagan College
- Royal Roads University
- Selkirk College
- Simon Fraser University
- Thompson Rivers University
- Trinity Western University
- University College of the Fraser Valley
- University of British Columbia
- University of Northern British Columbia
- University of Victoria
- Vancouver Community College
- Yukon College

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

FOR **OVID**:

Name (in block capitals)		Date

Position/Title

FOR THE CONSORTIUM: **Electronic Health Library of BC (e-HLbc)**

George Eisler		
Name (in block capitals)		Date

BC Academic Health Council, CEO

Position/Title

SCHEDULE 2

FEE

[Schedule 2 deleted from public version of this document. Please contact the project coordinator for more information.]

SCHEDULE 3

LICENSED MATERIALS AND ACCESS METHOD

A schedule dated March 15, 2006 to the Agreement March 14, 2006 between **Ovid** and **e-HLbc**.

Licensed Materials: OVID Total Access Journal Collection

Subscription period: April 1, 2006 to March 31, 2007

Format: OVID

Access Method: IP Address

Referring Page

Patterned ID

User ID/password

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

FOR OVID: [FULL NAME]

Name (in block capitals)		Date

Position/Title

FOR THE CONSORTIUM: **Electronic Health Library of BC (e-HLbc)**

George Eisler		
Name (in block capitals)		Date

BC Academic Health Council, CEO

Position/Title



SCHEDULE 4

MEMBERS OF THE CONSORTIUM

[Schedule 4 deleted from public version of this document. Please contact the project coordinator for more information.]

SCHEDULE 5

IP ADDRESSES/RANGES OF EACH OF THE MEMBERS

[Schedule 5 deleted from public version of this document. Please contact the project coordinator for more information.]