



LICENSE AGREEMENT BETWEEN OVID  
TECHNOLOGIES, INC. AND THE ELECTRONIC HEALTH  
LIBRARY OF BC (E-HLBC)

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**THIS LICENSE AGREEMENT IS MADE AS OF** the 1 day of April, 2012

**BETWEEN**

1 Ovid Technologies, Inc., 333 Seventh Avenue, 20<sup>th</sup> Floor, New York, New York, U.S.A.  
10001 ("the Publisher")

and

2 **Electronic Health Library of BC (e-HLbc)** of 201-1847 West Broadway, Vancouver,  
BC, Canada, V6J 1Y6 ("the Consortium")

**WHEREAS** the Publisher holds or administers the rights granted under this Agreement,

**AND WHEREAS** the Publisher desires to grant to Members of the Consortium the  
License to use such rights for the fees set forth in Schedules B and/or C (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:

- |                         |   |
|-------------------------|---|
| <b>Agent</b>            | The British Columbia Academic Health Council, appointed by the Consortium to act on the Consortium's behalf.  |
| <b>Authorized Users</b> | Each Member set forth on Schedule D-1 and each employee, including faculty, health care providers, policy makers, researchers, of any such Member (whether on a permanent, temporary, contract or visiting basis, provided that any temporary, contract, or visiting individuals are accessing the Licensed Materials solely for the benefit of the applicable Member) and individuals who are currently studying at any such 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. Notwithstanding the foregoing, Authorized Users of a Member that is not a university or other educational institution |

may only access the Licensed Materials from such Member's physical site and are prohibited from accessing the Licensed Materials remotely. Additionally, the entities listed on Schedule D-2 ("Potential Members") will become Authorized Users for purposes of this Agreement immediately upon becoming Members of the Consortium, and the Consortium will not be obligated to pay to Ovid any additional fees for access by such additional Authorized Users. Schedules D-1 and D-2 shall be amended automatically in the event that (i) a Potential Members becomes an Authorized User or (ii) an Authorized User changes its name.

- 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 related to services performed by any such Member not constituting a sale of the Licensed Materials, 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.
- 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.
- Jumpstarts** Links from a Member's web pages to virtually any point within an Ovid session, the purpose of which is to streamline user access to Ovid by automating routine processes like log in, retrieval of a specific document, and running a pre-specified search.
- Licensed Materials** The (i) "**Databases**", "**Journals**", and/or "**Books**" ordered by the Consortium pursuant to Schedules B and/or C attached hereto, (ii) "**Software**" ordered by the Consortium pursuant to Schedule B attached hereto, consisting of the search and retrieval application software and any modifications, enhancements, updates, upgrades, or new releases produced by Ovid during the term of this Agreement' provided however, that certain enhancements may constitute separate and distinct products for which Ovid reserves the right to charge an additional fee; and (iii) the "**Documentation**", consisting of any instructional materials produced and owned by Ovid relating to the Databases, Journals, or Books as provided in hardcopy or electronic form during the term of this Agreement.

<b>Member</b>	A university, other educational institution, health authority, health agency, professional association or research organization that is a member or authorized user of the Consortium and listed in Schedules 1 and/or 3, and which has agreed by virtue of its membership to be bound by the terms and conditions of this Agreement.
<b>Secure Network</b>	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.
<b>Server</b>	The server, either the Publisher's server or a third party server designated by the Publisher, on which the Licensed Materials are mounted and may be accessed.
<b>Walk-in Users</b>	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 The Publisher hereby grants to the Consortium and the Members the non-exclusive, non-transferable limited right to permit Authorized Users, subject to the terms of this Agreement, to access the Licensed Materials via a Secure Network for the purposes of non-commercial research, patient care, 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. Authorized Users will use Licensed Materials only in accordance with the terms and conditions of this Agreement.
- 2.2 Subject to Publisher's right to offer the Licensed Materials under this Agreement, this Agreement shall commence as of the date of this Agreement and shall terminate automatically on March 31, 2015 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, provided that such use is subject to all the terms and conditions of this Agreement.
- 3.1.2 Allow Authorized Users and Walk-in Users to have access to the Licensed Materials from the Server via the Secure Network.
- 3.1.3 Provide single printed or electronic copies of single articles to individual Authorized Users upon request of such individual Authorized Users.

- 3.1.4 Display, download or print the Licensed Materials for the purpose of testing or for training Authorized Users.
- 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 limited portions of the Licensed Materials for non-commercial research purposes.
  - 3.2.3 Print single copies of limited portions of the Licensed Materials.
  - 3.2.4 Incorporate the Licensed Materials into Course Packs and Electronic Reserves only through the use of Jumpstarts.
- 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.

#### **5. COURSE PACKS AND ELECTRONIC RESERVE**

- 5.1 Course packs are not permitted unless a Member receives permission from the publishers directly, or if such use is permitted by Section 3.2.4. Members and Authorized Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by Licensee and/or its parent institution unless such use is prohibited by the publisher in the copyright statement within the individual record. The Harvard Business Review specifically forbids Electronic Reserve.

#### **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 the Publisher'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 the Publisher or except pursuant to any separate agreement as the Publisher and a Member may enter into.

- 6.1.4 Copy, duplicate, redistribute, retransmit, publish, transfer, commercially exploit, or otherwise exploit the Licensed Materials, in whole or in part, where such acts are contrary to the provisions of Section 3 or Sections 6.1.1, 6.1.2, or 6.1.3.; (ii) prepare derivative works or incorporate the Licensed Materials, in whole or in part, in any other work or system; (iii) reverse engineer, decompile or modify the Licensed Materials, in whole or in part; (iv) other than expressly provided in Section 3.2.4, incorporate any part of the Licensed Materials in printed or electronic course or study packs for the use of Authorized Users in the course of instruction; or (v) upload, download, copy or redistribute any of the Licensed Materials in its entirety or lengthy sequence.
- 6.2 The Publisher'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 the License Materials perceptible to Authorized Users and Walk-in Users on a computer screen or as otherwise permitted in this Agreement. 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. PUBLISHER'S WARRANTIES, INDEMNITIES AND LIMITATION OF LIABILITY**

- 7.1 The Publisher warrants to the Consortium and the Members that the Licensed Materials owned by the Publisher or its affiliates and used in accordance with this Agreement do not infringe the copyright or any other proprietary or intellectual property rights of any person.
- 7.2 The Publisher 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 The Publisher 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 by the Publisher in consequence of the authorize use of the Software or Documentation supplied by the Publisher under this Agreement. This indemnity shall survive the termination of this Agreement for any reason. If the Licensed Materials or any content therein becomes or, in Publisher's opinion, may become, the subject of any claim of infringement, then Publisher may, in its sole discretion and at its expense, (a) procure the right for the Consortium and the Members to continue using the Licensed Materials or the applicable content; (b) modify the Licensed Materials to render the Licensed

Materials non-infringing; or (c) replace the Licensed Materials or any content with reasonably equivalent non-infringing products. THIS SECTION 7.3 SETS FORTH THE PUBLISHER'S ENTIRE LIABILITY, AND THE CONSORTIUM'S AND MEMBERS' SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT CLAIMS RELATING TO THE LICENSED MATERIALS OR ANY CONTENT THEREIN.

7.4 THE LICENSED MATERIALS AND ANY SERVICES HEREUNDER OR ANY CONTENT PROVIDED UNDER THIS AGREEMENT ARE FURNISHED BY THE PUBLISHER AND ACCEPTED BY THE CONSORTIUM AND EACH MEMBER "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. THE PUBLISHER, ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED MATERIALS, ANY SERVICES HEREUNDER OR ANY CONTENT, AND THE PUBLISHER, ITS AFFILIATES AND LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED MATERIALS, THE CONTENT OR RESULTS DERIVED THEREFROM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, SYSTEM AVAILABILITY, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE). NO PUBLISHER EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT. IN ADDITION, THE CONSORTIUM AND EACH MEMBER ACKNOWLEDGES THAT THE LICENSED MATERIALS MAY BE SUBJECT TO LIMITATIONS, DELAYS, LATENCY ISSUES AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND THAT THE PUBLISHER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

7.5 WITHOUT IN ANY WAY LIMITING THE EFFECT OF SECTION 7.5 ABOVE, THE CONSORTIUM AND EACH MEMBER ACKNOWLEDGES AND AGREES THAT THE PUBLISHER PROVIDES NO MEDICAL ADVICE IN CONNECTION WITH THIS AGREEMENT AND THAT THE CONSORTIUM AND THE MEMBERS ARE SOLELY RESPONSIBLE FOR THE USE OF ANY INFORMATION CONTAINED IN THE LICENSED MATERIALS OR ANY EXTERNAL CONTENT AND THAT A LICENSED MEDICAL PROFESSIONAL IS RESPONSIBLE FOR INDEPENDENTLY REACHING ANY MEDICAL JUDGMENT, AND FOR ANY RESULTING DIAGNOSIS AND TREATMENTS, NOTWITHSTANDING ANY USE OF THE LICENSED MATERIALS, THE EXTERNAL CONTENT OR THE INFORMATION CONTAINED THEREIN BY SUCH MEDICAL PROFESSIONAL. NEITHER THE PUBLISHER NOR ITS EMPLOYEES AND AGENTS WILL BE LIABLE FOR ASSISTANCE PROVIDED TO AUTHORIZED USERS IN PERFORMING RESEARCH USING THE LICENSED MATERIALS AND ANY SUCH ASSISTANCE RECEIVED FROM THE PUBLISHER'S EMPLOYEES OR AGENTS WILL BE SOLELY AT AUTHORIZED USERS' RISK. AUTHORIZED USERS, INCLUDING PHYSICIANS, HEALTH CARE WORKERS AND OTHER PROFESSIONAL PERSONS USING THE LICENSED



MATERIALS MAY NOT RELY ON THE INFORMATION CONTAINED IN THE LICENSED MATERIALS. ALTERNATIVELY, THEY MUST RELY ON THEIR CLINICAL DISCRETION, JUDGMENT AND EXPERTISE IN DIAGNOSIS AND TREATMENT.

7.6 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL THE PUBLISHER, ITS AFFILIATES, OR LICENSORS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE TO THE CONSORTIUM, ITS MEMBERS, ITS AUTHORIZED USERS OR ANY THIRD PARTY WHOSE CLAIM IS RELATED TO THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, (A) FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY CLAIMS, DAMAGES OR COSTS OF ANY NATURE IN EXCESS OF THE FEE PAID BY THE CONSORTIUM TO THE PUBLISHER DURING THE TWELVE MONTHS PRECEDING THE EARLIEST EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY AND THE DISCLAIMERS SET FORTH IN THIS SECTION 7 ARE INDEPENDENT OF ANY REMEDIES SET FORTH HEREIN AND WILL SURVIVE AND APPLY EVEN IF SUCH REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

## **8. PUBLISHER'S UNDERTAKINGS**

8.1 The Publisher shall:

- 8.1.1 make the Licensed Materials available to the Consortium and the Members no later than 30 days after receipt by the Publisher of the information from the Consortium as per clause 10.1.3.
- 8.1.2 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.
- 8.1.3 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.
- 8.1.4 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, 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.

- 8.2 The Publisher reserves the right at any time to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Publisher shall use reasonable efforts to give written notice to the Consortium of such withdrawal.
- 8.3 The Publisher 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 provided that the Publisher may disclose such information to applicable information providers solely for the purpose, and to the extent, of complying with the Publisher's royalty and reporting obligations to such information providers.
- 8.4 The Publisher's information providers may modify or assign additional terms and conditions, as made available to the Consortium or the Members by the Publisher, from time to time, which affect the Authorized Users' use of the Licensed Materials, including without limitation, changes in subscription rates, use restrictions, guidelines or termination of access to the Licensed Materials. Those terms and conditions will prevail and control use of the relevant content. The Consortium and the Members hereby grant to the Publisher and/or its information providers the right to enforce or assert on their own behalf the provisions of this Agreement to the extent they pertain to the content contained in the Licensed Materials.
- 8.5 Archival Rights. Solely for Journals subscribed to during the term of this Agreement, Members may be entitled to archive rights related to those journals. Such rights are subject to change without notification to any Member. The current archive policy is available at <http://www.ovid.com/site/about/terms.jsp>.
- 8.6 Certain additional terms may apply to the Licensed Materials licensed hereunder. Such additional terms are set forth as schedules hereto and apply to the Licensed Materials described therein. In the event of any conflict between the terms hereof and those specified on a schedule hereto, the terms specified in the schedule shall control for purposes of the Licensed Materials described therein.

## **9. LICENSE FEE**

- 9.1 The Consortium shall, in consideration for the rights granted under this Agreement, pay the Fee to the Publisher within thirty (30) days from the date of initial access to the Licensed Materials. For the avoidance of doubt, all fees to be paid by the Consortium to the Publisher 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 best efforts to ensure that the Members comply with 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 12.5. The Consortium shall also concurrently notify the Publisher at the same time as it enters into discussions with the Member.

10.1.3 provide the Publisher, within 30 days of the date of this Agreement, with information sufficient to enable the Publisher 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 the Publisher not less than ten (10) days before the change takes effect.

10.1.4 Excluding any claims arising out of or related to the violation by the Publisher or its information providers of any third party copyrights, patents, trademarks or trade secrets, the Consortium agrees to indemnify the Publisher from and defend, at the Consortium's own expense (including reasonable attorney's fees) against any and all claims of third parties (including without limitation, copyright infringement) arising out of or related to Authorized Users' or Walk-in Users' use of the Licensed Materials or any materials provided hereunder, regardless of whether such claims were foreseeable by the Publisher; provided that the Publisher promptly notify the Consortium of the claim and provides all information and cooperation necessary to negotiate and defend the claim. At its discretion, the Publisher may participate in the defense, settlement or negotiation of any claims.

10.2 The Members shall:

10.2.1 use best 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 that each Member imposes for failing to respect such rights.

10.2.2 use best 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 best 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 the Publisher and take all necessary 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 Walk-in 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 the Publisher to provide Authorized

Users and Walk-in Users with access to the Licensed Materials in accordance with this Agreement.

10.2.5 use best efforts to ensure that only Authorized Users and Walk-in Users are permitted access to the Licensed Materials.

## **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 the Publisher.

12.1.2 if the Publisher 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 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 Publisher.

12.2 On termination all rights and obligations of the parties automatically terminate.

12.3 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. Upon any such termination for cause, the Consortium will, unless otherwise agreed to in writing by the Publisher, forthwith return to the Publisher all Licensed Materials in the possession of the Consortium and any and all documentation pertaining thereto, and all copies thereof, and will erase all electronic storage of copies of the Licensed Materials and search outputs or other electronic storage within the control of the Consortium. The provisions of this Agreement that protect the proprietary rights of the Publisher and the Publisher's information providers will continue in force after termination. Any termination, whether or not for breach, will not affect any right, obligation or liability of a party arising prior to termination of the Agreement.

12.4 On termination of this Agreement for cause, as specified in clause 12.1.2, the Publisher shall forthwith refund the proportion of the Fee that represents the paid but un-expired part of the term of this Agreement.

12.5 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 the Publisher 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 the Publisher to the Member and the Consortium, the Publisher

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, the Publisher may discontinue providing the Member access to the Licensed Materials for the remainder of the term of this Agreement.

- 12.6 The Publisher reserves the right to temporarily suspend any Member's access to Licensed Materials for infringement of the Publisher'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 the Publisher shall issue a notice to the Member and the Consortium of the breach specifying the activity of the Member that caused the breach. The Publisher shall forthwith restore access to the Member upon receipt of notice that such activity has ceased and confirmation by the Publisher that such activity has ceased and that the Member has made reasonable efforts to protect against recurrence of such activity.

### **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.
- 13.2 Other than as provided in Section 8.4, 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 The Consortium shall not assign this Agreement nor delegate any of its duties, in whole or in part, without the prior express written consent of the Publisher. In no event shall the Publisher's consent be construed as discharging or releasing the Consortium in any way from the performance of its obligations under this Agreement. The Publisher may assign this Agreement to any affiliate or successor of the Publisher and may delegate its duties, in whole or in part, in each case without any consent of Consortium. An assignee of either party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement. If any assignee refuses to be bound by all of the terms and obligations of this Agreement or if any assignment is made in breach of the terms of this Agreement, then such assignment shall be null and void and of no force or effect.
- 13.4 If rights in all or any part of the Licensed Materials are assigned to another publisher, the Publisher shall use its commercially reasonable 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 party 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 7 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 Except for payment obligations, 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 The Publisher 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 the Publisher now irrevocably and unconditionally attorns and submits to the jurisdiction of such court. The Publisher 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 the Publisher is incorporated, registered or resident. In any such event, the Publisher 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.
- 13.12 The Consortium and each Member acknowledges that the Licensed Materials are the proprietary property of the Publisher, its affiliates and its licensors, and that the processes and methodology used in producing the Licensed Materials are valuable trade secrets. The Consortium and each Member shall protect the confidentiality thereof with at least the same level of efforts that it employs to protect the confidentiality of its own proprietary and confidential information of like importance and in any event, by reasonable means. Neither the Consortium or any Member shall not disclose the terms of this Agreement, except as required by law, provided that the Consortium may disclose the terms of this Agreement to the Member of the

Consortium.

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

FOR THE PUBLISHER: **OVID TECHNOLOGIES, INC.**

Name (in block capitals)		Date
Position/Title		

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

<b>LAUREEN STYLES</b>		
Name (in block capitals)		Date
<b>BC Academic Health Council</b>		
Position/Title <b>Executive Director</b>		

Schedule A: Account Information

**Ship To:**

**Bill To:**

Attention \_\_\_\_\_

Attention: \_\_\_\_\_

Institution: \_\_\_\_\_

Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

City: \_\_\_\_\_

State/Province: \_\_\_\_\_

State/Province: \_\_\_\_\_

Zip/Postal Code: \_\_\_\_\_

Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Country: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

System Administrator: \_\_\_\_\_

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Update S/T different than initial S/T?

Distributor? (attach additional sheet)



**CUSTOMER #:**

Orion #: \_\_\_\_\_

**Site #:**

\_\_\_\_\_

\_\_\_\_\_

**ACCOUNT TYPE:**

Single Site

Consortia

Multi-site

**Customer:**

Existing

New

**Market:**

Academic/Medical

Corporate

Government

**Tax Status:**

Non-exempt

Exempt: \_\_\_\_\_

**For internal Ovid use only**

The following additional forms apply to this order:

Schedule B: Database/Software Subscription Pricing  
AMA Publications

Schedule K:

Schedule C: Journals@Ovid/Books@Ovid Itemized Listing  
Philosopher's Index Database

Schedule L:

Schedule D: Authorized Site/Member Libraries  
Schedule M: Wiley Products

Schedule E: Authentication

Schedule F: Account Preferences

Schedule G: APA License Agreement

Schedule H: ISI License Agreement

Schedule I: MEDLINE® Database

Schedule J: Petroleum Abstracts Addendum

Sales Rep \_\_\_\_\_

Rep ID: \_\_\_\_\_ Mgr: \_\_\_\_\_

Schedule B: Product/Software Subscription Pricing

**Content**

<b>Database</b>	<b>Start Date</b>	<b>End Date</b>	<b>Site Codes</b>	<b>Users</b>	<b>Unit Price</b>	<b>Total</b>
<input type="checkbox"/> Links@Ovid						
<i>Content Total</i>						

**Software/License**

<b>Software/License</b>	<b>Start Date</b>	<b>End Date</b>	<b>Sites</b>	<b>Users</b>	<b>Unit Price</b>	<b>Total</b>
<input type="checkbox"/> Ovid User License Fee						
<input type="checkbox"/> Maintenance Fee						
<input type="checkbox"/> Site/Institution Fee						

<input type="checkbox"/> Training: _____						
<input type="checkbox"/> Other: _____						
<b>Software/License Total</b>						
<b>GRAND TOTAL</b>						

**PLATFORM:**     Online Fixed-Fee             Local Standalone             Local Network

**ORDER TYPE:**     New     Renewal     Upgrade

**Configuration and pricing agreed to by Subscriber:**

Signature	Name (please print)
Title	Date



				<b>TOTAL</b>			

Schedule D-1: Authorized Sites

Name	Address
BC Institute of Technology	
Camosun College	
Capilano College	
College of New Caledonia	
College of the Rockies	
Douglas College	
Justice Institute of BC	
Kwantlen Polytechnic University	
Langara 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 of the Fraser Valley	
University of BC	
University of Northern BC	
University of Victoria	
Vancouver Community College	
Vancouver Island University	
College of Physicians & Surgeons of BC	
Fraser Health Authority	
Interior Health Authority	
Northern Health Authority	
Providence Health Care	
Provincial Health Services Authority	
Vancouver Coastal Health Authority	
Vancouver Island Health Authority	

Ministry of Advanced Education	
Ministry of Children & Family Development and Ministry of Health	
BC Association of Kinesiology (BACK)	
BC Association of Speech-Language Pathology and Audiology (BCASLPA)	
Boucher Institute of Naturopathic Medicine	
Health Employers Association of BC	
Massage Therapists' Association of BC (MTABC)	
Physiotherapy Association of BC (PABC)	
WorkSafeBC	
Yukon College	
Yukon Health and Social Services (YHSS)	

Schedule D-2: Potential Members

Ambulance Paramedics of BC

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 Society of Laboratory Science  
College of Dental Hygienists of British Columbia  
College of Dental Surgeons of British Columbia  
College of Dental Technicians of British Columbia - DT  
College of Denturists of BC  
College of Dietitians of BC  
College of Licensed Practical Nurses of British Columbia  
College of Massage Therapists of BC  
College of Midwives 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 Nurses of B.C.

College of Registered Psychiatric Nurses of BC

College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC

Coroners Service of BC

Down Syndrome Research Foundation

Health Employers Association of BC

InspireNet

WorkSafeBC

Ministry of Children & Family Development

Ministry of Health

Ministry of Advanced Education

Yukon Health & Social Services (including Whitehorse General Hospital)

Alexander College

BC Institute of Technology

Boucher Institute of Naturopathic Medicine

Camosun College

Capilano University

College of New Caledonia

College of the Rockies

Columbia Bible College

Columbia College

Douglas College  
Emily Carr University of Art & Design  
Justice Institute of BC  
Kwantlen Polytechnic University  
Langara College  
Nicola Valley Institute of Technology  
North Island College  
Northern Lights College  
Northwest Community College  
Okanagan College  
Quest University Canada  
Royal Roads University  
Selkirk College  
Simon Fraser University  
Thompson Rivers University  
Trinity Western University  
University of the Fraser Valley  
University of BC  
University of Northern BC

University of Victoria

Vancouver Community College

Vancouver Island University

Yukon College

Board of Registration for Social Workers / BC Association of Social Workers

College of Dental Hygienists of British Columbia / BC Dental Hygienists Association

College of Dental Surgeons of British Columbia / BC Dental Association

College of Dental Technicians of British Columbia / Dental Technicians Association of BC

College of Denturists of BC / Denturist Association of BC

College of Dietitians of BC / BC Dietitians' & Nutritionists' Association

College of Licensed Practical Nurses of BC / Licensed Practical Nurses Association of BC

College of Massage Therapists of BC / Massage Therapists' Association of BC

College of Midwives of British Columbia / Midwives Association of BC

College of Occupational Therapists of BC / BC Society of Occupational Therapists

College of Opticians of BC / Opticians of British Columbia

College of Pharmacists of BC / BC Pharmacy Association

College of Physical Therapists of British Columbia / Physiotherapy Association of BC

College of Physicians and Surgeons of BC / BC Medical Association

College of Psychologists of British Columbia / BC Psychological Association



College of Registered Nurses of BC / Association of Registered Nurses of BC

College of Registered Psychiatric Nurses of BC / Union of Psychiatric Nurses of BC

College of Traditional Chinese Medicine Practitioners & Acupuncturists of BC / Traditional Chinese Medicine Association of British Columbia,  
Acupuncture Association of BC

Schedule E: Authentication

To expedite the fulfillment of your Ovid order, please note the following: (1). Test and validate all IP addresses prior to submission of this form; (2). The following IP addresses are valid: XXX.XX.XXX.XXX to XXX.XX.XXX.XXX and XXX.XX.XXX.XXX to XXX.XX.XXX.XXX.

Site Code	Password?	IP Start	IP End
A		. . .	. . .
B		. . .	. . .
C		. . .	. . .
D		. . .	. . .
E		. . .	. . .
F		. . .	. . .
G		. . .	. . .
H		. . .	. . .
I		. . .	. . .
J		. . .	. . .

Schedule F: Account Preferences

Change only those preferences which differ from the default settings; it will be understood that unless there are changes, the default settings are accepted.

	<b>Default</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>
News Page	Ovid										
Display database List at startup?	Yes										
Default database at startup?	No										
Allow basic mode?	Yes										
Default search mode	Advanced										
Server timeout	15 min.										
Max. number of citations											
Focus enabled?	Yes										

Show subheadings?	Yes										
Allow permanent saves?	No										
Time for temporary save (hours)	24 hrs.										
Allow email "From"?	Yes										
Number of citations to display	10										
Search history display lines											
Number of index values	10										
Additional customization required?	No										

Schedule G: APA License Agreement

