

**AGREEMENT FOR THE LOCAL ARCHIVING AND HOSTING
OF LICENSED MATERIALS AT SCHOLARS PORTAL**

THIS AGREEMENT MADE the [DATE] of [MONTH], [YEAR]

BETWEEN

[NAME OF LICENSOR] of [FULL ADDRESS] ("Licensor")

and

Ontario Council of University Libraries, 130 St. George Street, Toronto, Ontario, M5S 1A5 ("Licensee")

and

The University of Toronto, represented by the University of Toronto Libraries acting as service provider to the Ontario Council of University Libraries in the provision of the Scholars Portal Local Archiving and Hosting Services ("**Scholars Portal**"), 130 St. George Street, Toronto, Ontario, M5S 1A5 ("**Service Provider**")

WHEREAS Licensor is the owner or licensee of the Licensed Materials.

AND WHEREAS Licensee represents Member Institutions that have entered into a Content License with Licensor for the use and access of Licensed Materials.

AND WHEREAS Member Institutions desire the local archiving and hosting of Licensed Materials via Scholars Portal and Licensor desires to provide the Licensed Materials to Service Provider for Local Archiving and Hosting, subject to the terms and conditions of this Agreement.

AND WHEREAS all aspects of this Agreement are without prejudice to any prior agreement between the University of Toronto and any other party.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

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

"**Accessible Formats**" means content in a format that is perceivable and operable by persons with visual, perceptual or physical disabilities and useable with assistive devices, such as screen readers and screen reading software. Such formats will comply with accessibility laws within Canada, including the *Accessibility for Ontarians with Disabilities Act*, 2005 (as such laws may be amended from time to time). Web content must conform with the *World Wide Web Licensee Web Content Accessibility Guidelines* (WCAG) 2.0,

initially at Level A and increasing to Level AA (www.w3.org) to the extent required to comply with such laws.

“Authorized Users” means full and part time students, faculty and employees (including permanent, temporary, contract or visiting appointments) and researchers associated with the Member Institutions, regardless of the physical location of such persons. Individuals not affiliated with Member Institutions who are physically present at Member Institution sites in Schedule 1 (also known as “walk-in users”) shall be deemed to be Authorized Users under the terms and conditions of this Agreement. Additional groups of Authorized Users (for example, Member Institution alumni) may be included, as where and to the extent set out in Schedule 1.

“Content License” means an agreement for access to Licensed Materials between the Licensor and a named individual Member Institution or OCUL or another named Licensee, acting on behalf of Member Institutions.

“Digital Rights Management” means access control technologies that are used by hardware manufacturers, publishers, copyright holders and individuals to limit the use of digital content and devices in online or off-line environments.

“Digital Watermarking Technology” means the process of embedding information into a digital document which may be used to verify its authenticity or the identity of its owners.

“Licensed Materials” means the electronic titles, as defined in Appendix A and set out in Schedule 2 or in new schedules of titles or updated appendices of technical specifications to this Agreement, made available to Service Provider for Local Archiving and Hosting at Scholars Portal, under the Content License.

“Local Archiving and Hosting” means the process and services by which Licensor makes available a digital copy of the Licensed Materials to Service Provider, in a form substantially equivalent to Licensed Materials provided on Licensor’s website, for access and archiving at Service Provider’s servers.

“Member Institution” means an institution as listed in Schedule 1. Member Institutions may be the direct licensee or may be represented by Ontario Council of University Libraries or another consortium or third party, acting on their behalf, for licensing the content from Licensor.

“Metadata” means the descriptive structure information for the Licensed Materials conforming to the DTD or schema declared as set out in Appendix A. Appendix A will be updated, from time to time, to reflect changes in new formats of Licensed Materials and Metadata provided to Service Provider.

“Open Access” means digital content that is free of most or all copyright and licensing restrictions. Content that can be provided beyond the Secure Network, either immediately or specified time intervals after publication, will be set out by Licensor for Service Provider in Appendix A and titles identified in Schedule 2. Any content identified as Open Access in this Agreement supersedes the terms and conditions of access of those titles in previously signed agreements.

“Secure Network” means a computer network which is only accessible to Authorized Users by secure authentication.

“Usage Data” means the data and other reporting requirements specified in Sections 4.5 and 5.3, which will be made accessible to Licensee in a format acceptable to Licensee.

2. GRANT OF AGREEMENT

In consideration of the mutual covenants and agreements in this Agreement, and for entering into the Content Agreement, Licensor agrees to make available a digital copy of the Licensed Materials to Licensee, via Service Provider, with rights to archive and make accessible the content in perpetuity on secure servers maintained by Service Provider.

Licensor hereby grants to Licensee the royalty-free perpetual (except where otherwise expressly agreed in Schedule 2) right to permit Authorized Users to access the Licensed Materials via Secure Network for the purposes of private study, research, education, distance learning, teaching, and administrative use associated with the normal practices and activities of the Member Institutions and Authorized Users. Nothing in this Agreement shall prevent Authorized Users and Member Institutions from carrying out acts that are permitted under the Copyright Act of Canada.

Provisions in this Agreement for continuation of access, archiving and use of Licensed Materials shall survive any termination of the Content License and ensure continued access consistent with current recognized standards in the publishing industry. The terms and conditions by which Authorized Users shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access was provided under the Content License.

3. LICENSOR RIGHTS AND RESPONSIBILITIES

3.1 Assurance of Completeness and Quality of Content.

Licensor shall use reasonable efforts to ensure that the digital content of Licensed Materials provided to Service Provider for local hosting is at least equivalent to versions of the Licensed Materials provided on Licensor’s digital platform or in print format, where applicable, and represents a complete, faithful and timely replication of the Licensed Materials. Licensor will identify and correct errors or omissions as required, and will cooperate with Licensee with regard to any errors or omissions discovered by Licensee. Any exceptions shall be identified in Schedule 2 and agreed upon in advance by both Licensor and Licensee.

3.2 Delivery of Content.

Licensor agrees to deliver a digital copy of the Licensed Materials to Service Provider, as well as Metadata relating thereto, with details provided in Appendix A for hosting and archiving on the secure servers maintained by Service Provider. The costs of electronic delivery of Licensed Materials and associated Metadata to Service Provider shall be borne by Licensor, unless otherwise agreed upon by the parties.

Licensor will begin to provide sample files to Service Provider within a period of thirty (30) working days of signing this Agreement.

Licensor will provide Licensed Materials as set out in Schedule 2 to Service Provider within a period of sixty (60) working days of signing this Agreement.

Licensor agrees to provide Service Provider with any subsequent content or update to the Licensed Materials after the first appearance of the Licensed Materials on Licensor's web servers within a period of thirty (30) working days.

3.3 Format Delivery.

It is recognized that the interoperability of the Licensed Materials with new types of format delivery and Accessible Formats, will enhance the usability and value of the content for all types of users. Licensor will provide content in all available formats, including any newly-developed and available delivery format during the term of this Agreement, for no additional fee. Licensor will make reasonable efforts to ensure the content and Metadata provided complies with current recognized international standards, including the Accessible Formats requirements pursuant to Section 5.4.

3.4 Notice of Modifications of Licensed Materials.

Licensee understands that from time to time the Licensed Materials may be added to, modified, or deleted by Licensor and that portions of the Licensed Materials may migrate to other formats. Licensor shall not knowingly cause the removal or deletion of any part of the Licensed Materials on the servers operated by Service Provider through the use of data loads or any related data delivery mechanisms or processes save where permitted pursuant to this Agreement. Licensor shall give at least sixty (60) days' notice in writing to Service Provider of any such changes or requirements to remove content from Service Provider.

3.5 Loss of Ownership of Licensed Material.

Without limiting Licensor's other obligations under this Agreement, in the event that ownership of all or any part of the Licensed Materials are sold by Licensor or otherwise transferred to a third party, Licensor will use all reasonable efforts to ensure Licensee retains non-exclusive rights to archive and to continue to provide access to the Licensed Materials on the Service Provider's servers. Licensor will support and practice the TRANSFER code of practice (www.uksg.org/Transfer/Code).

3.6 Notice of Updates.

Licensor reserves the right at any time to add additional materials to the Licensed Materials. Licensor shall give written notice to Licensee of such new materials in accordance with Section 3.4.

3.7 Notice of Withdrawal of Licensed Materials.

Licensor 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 for which Licensor has legal grounds to allege infringement of copyright or defamation. Licensee retains the right to archive Licensed Materials on the Service Provider's servers.

3.8 Notice of Use of Digital Rights Management Technology.

In the event that Licensor utilizes any type of Digital Rights Management to control the access or the usage of Licensed Materials, Licensor agrees to notify Service Provider of the technical specifications for the Digital Rights Management utilized in Appendix A. Licensed Materials will be "unlocked" by Licensor before delivery of content to Service Provider. In no

event may Digital Rights Management be used in such a way as to limit the usage rights of any Authorized User as specified in the Content License, this Agreement, or under applicable law.

3.9 Notice of Use of Digital Watermarking Technology.

If Licensor utilizes any type of Digital Watermarking Technology for any element of the Licensed Materials, Licensor agrees that watermarks or other notices will not be visible to the human eye and will not degrade the quality of the presentation of the Licensed Materials. These watermarks or other notices shall not contain information pertaining to Authorized Users, including account numbers or IP addresses. Licensor agrees to maintain the confidentiality of Authorized Users as required by Section 5.2. If Digital Watermarking Technology is used, Licensor agrees to set out details for Service Provider in Appendix A.

3.10 Technical Support.

Licensor agrees to use reasonable efforts to assist Service Provider in all activities required to render a faithful reproduction of the Licensed Materials on Service Provider's servers, including making appropriately trained staff available during normal business hours for assistance (8:00 am to 4:00 pm EST).

4. SERVICE PROVIDER RIGHTS AND RESPONSIBILITIES

4.1 Assurance of Integrity of Licensed Materials.

Service Provider will mount, provide access to, maintain, support and archive the Licensed Materials on its or third party service provider's secure servers.

Service Provider shall ensure that the digital content of Licensed Materials provided on its servers represents a complete, faithful and timely replication of the Licensed Materials provided by Licensor.

Service Provider will have the right to create derivatives of the Licensed Materials, or the Metadata, as needed to match its technology infrastructure, to facilitate the search and use of the Licensed Materials, and to meet the Accessible Formats requirements described in Section 5.4.

4.2 Portability.

Service Provider will maintain the integrity of the Licensed Materials but shall have the right to migrate the Licensed Materials to new formats, in response to technological changes, in order to ensure ongoing access to Authorized Users, within the framework of this Agreement. Licensor acknowledges and agrees that Digital Rights Management technology shall not interfere with this right.

4.3 Security and Access.

Service Provider will provide a Secure Network for access and archiving of the digital copies of the Licensed Materials and the related Metadata, as identified in Schedule 2, and provide access only to Licensee and Authorized Users, as identified in Schedule 1.

Service Provider shall implement security and entitlement control protocols and procedures to ensure only applicable Licensed Materials are accessible to Authorized Users that have signed a Content License with Licensor.

Service Provider will allow crawling and indexing of Metadata made available by Licensor to Service Provider.

With the agreement of Licensor, in Appendix A, Digital Rights Management technologies may be used by Service Provider to enable off-line reading access to Licensed Materials by Authorized Users.

Service Provider shall use reasonable efforts to protect the Licensed Materials from any use that is not permitted under this Agreement. Upon becoming aware of any unauthorized use or other breach, Service Provider will inform Licensor in a timely manner and the parties will cooperate to take reasonable and appropriate steps to ensure that such activity ceases and to prevent any future recurrence.

4.4 Timeliness of Access.

Service Provider will make reasonable efforts to complete the development of loading procedures for new content provided by Licensor within sixty (60) days of provision of adequate sample files, as agreed upon by the parties.

On an ongoing basis, Service Provider shall notify Licensor of any problems with the Licensed Materials or related Metadata within thirty (30) days of receipt.

Service Provider will make reasonable efforts to load regular releases of content within thirty (30) days of receipt from Licensor.

The costs of archiving, loading, and access of Licensed Materials and associated Metadata provided by Licensor shall be borne by Service Provider, unless otherwise agreed upon by the parties.

4.5 Usage Reports

Service Provider shall collect, compile and make available to Licensee and Member Institutions Usage Data according to the most current Project Counter Code of Practice (www.projectcounter.org) on a monthly basis (or such other period as requested by Licensee).

5. MUTUAL RIGHTS AND RESPONSIBILITIES

5.1 Intellectual Property.

Service Provider retains all rights to the technology and all proprietary rights used to host and provide access to Licensed Materials including the Secure Network, all software, search engines, user interfaces, and source and object codes.

Licensor or its content providers retain all copyrights in and to the publications included in the Licensed Materials.

Service Provider will make reasonable efforts to ensure the Licensed Materials carry reasonable copyright rights provided by Licensor. Service Provider will make reasonable efforts to ensure the Digital Rights Management or Digital Watermarking Technology requirements, as required by Licensor, are implemented.

5.2 Confidentiality of User Data.

Licensor and Service Provider agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by a Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate anonymized form. Raw usage data, including but not limited to information relating to the identity of specific users or uses, shall not be provided to any third party except Member Institutions, and service providers to Licensee or Service Provider.

5.3 Usage Reports.

All parties to this Agreement shall make reasonable efforts to consolidate, compile and make available comparable statistics for each Member Institution, upon request.

5.4 Persons with Visual, Perceptual, or Physical Disabilities.

Licensed Materials must be provided in an Accessible Format. Without limiting the previous sentence, in the event that any Licensed Materials are not in Accessible Format, the Member Institution and Service Provider shall have the right to modify or copy the Licensed Materials in order to make it useable to Authorized Users within the scope of this Agreement.

6. GENERAL

6.1 Representations, Warranties and Covenants.

Licensor represents, warrants and covenants that: (a) it has the right to license the rights granted under this Agreement for Local Archiving and Hosting of the Licensed Materials on the servers of Service Provider; (b) it has obtained any and all necessary permissions from third parties to provide Local Archiving and Hosting of the Licensed Materials; (c) Local Archiving and Hosting shall not infringe the copyright of any third party; and (d) all services and activities of Licensor under this Agreement will be conducted in a reasonable and workmanlike manner in accordance with industry standards.

6.2 Force Majeure.

No party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, terrorism, insurrections, strikes or other work stoppages, or any other cause beyond the reasonable control of the party whose performance is affected.

6.3 Severability.

The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation or enforceability of the remainder of this Agreement.

6.4 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the laws of Ontario and Canada applicable therein. All parties agree that any action or proceeding relating to this Agreement will be brought to a court of competent jurisdiction in the Province of Ontario, Canada.

6.5 Dispute Resolution.

If the parties disagree over an interpretation of this Agreement or whether a party is in breach of any part of this Agreement, the parties shall in good faith enter into negotiations to resolve the disagreement.

6.6 Entire Agreement.

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

6.7 Amendment.

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of all parties.

6.8 Interpretation.

Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation". Unless otherwise expressly stated herein, all rights and remedies of a party under this Agreement are in addition to the party's other rights and remedies and are cumulative, not alternative. A reference to a statute includes all regulations and rules made pursuant to the statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes the statute or the regulation. Any reference to policies or guidelines includes all amendments, supplements or replacements of such policies or guidelines. Any reference to websites includes all successor websites and content therein.

6.9 Assignment and Transfer.

This Agreement may not be assigned by any party to any other person or organization, nor may any party sub-contract any of its obligations, without the prior written consent of any of the other parties. Such consent shall not be unreasonably withheld. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties.

7. TERM AND TERMINATION

7.1 Term.

The term of this Agreement shall commence at the beginning of this Agreement, for each of the Licensed Materials as set out in Schedule 2 of this Agreement which may be updated from time to time. Should any party decide to terminate this Agreement, the Licensed Materials will remain accessible through the Service Provider in perpetuity unless the parties

have previously agreed to any exceptions to such perpetuity, as provided for in Schedule 2 and access and use rights, as indicated in Appendix A will remain in place.

Access and archiving provisions shall survive any termination of the Agreement. The means by which Licensee and Authorized Users shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided during the term of this Agreement, with provisions for ensuring forward compatibility with new technologies as agreed to in this Agreement.

7.2 Breach of Agreement.

A party may provide notice in writing to the other parties if any other party has materially breached any obligations under this Agreement. The breaching party shall have 60 days from the receipt of notice to cure the alleged breach and to notify the non-breaching parties in writing that cure has been effected. If the breach is not cured within the 60 day time period, the non-breaching parties shall have the right to terminate the Agreement upon written notice. For certainty, the terms of Section 7.1 will continue to apply following termination of this Agreement.

AS WITNESSED by the signatures of the parties on the day and year noted below.

FOR LICENSOR

Full Name and Address:

Name:

Position / Title:

Date:

Signature:

FOR LICENSEE

Ontario Council of University Libraries
130 St. George St.
Toronto, Ontario Canada M5S 1A5

Name: KATHY SCARDELLATO

Position / Title: EXECUTIVE DIRECTOR

Date:

Signature:

FOR SERVICE PROVIDER

University of Toronto
130 St. George Street
Toronto, Ontario Canada M5S 1A5

Name:

Position / Title:

Date:

Signature:

APPENDIX A

TECHNICAL SPECIFICATIONS

This Appendix A dated _____ to the Agreement dated _____ between
[names of Licensor, Licensee and Service Provider]

This appendix is for informational and descriptive purposes; all aspects of this agreement are without prejudice to any prior agreements between any of the contracting parties.

General

(to be completed by Licensor)

A1. Digital Rights Management Technology

Please tick all that are allowed *(for those not allowed, please provide details on any timeline limits on these restrictions)*.

- Article printing or saving by an Authorized User
- Book chapter printing or saving by an Authorized User
- Copy and paste of text from online content
- Unlimited simultaneous access by an Authorized User
- Secure off-line reading by an Authorized User (using Adobe Content Server or other secure content delivery system)
- Text Mining for scholarly purposes by an Authorized User

Please provide details of any access rights restrictions

A2. Digital Watermarking Technology

- Not used
- Watermark used *(Please provide details)*

A3. Open Access

- No, all content is limited to Authorized Users of Licensed Member Institutions
- Yes all content is Open Access
- Only some content *(Please provide details in Schedule 2)*
- Only to some Member Institutions *(Please provide details)*
- Only after a "trigger event" (for example, 5 years after publication) *(Please provide details)*

A4. Technical Contact Email

For Licensor: *(Please provide details)*

For Service Provider: books@scholarsportal.info OR journals@scholarsportal.info

A.5 Metadata

Metadata is the descriptive structure information for the Licensed Materials. Current Metadata standards in use by and preferred by Service Provider are:

For Books: MARC21 (UTF-8), MARCXML (UTF-8), or Onix 2 or Onix 3, and KBART for title lists

For Articles: NLM Journal Archiving and Publishing DTD Suite version 2 or 3 or JATS 1.0, and KBART for title lists

For Numeric Data: Data Documentation Initiative (DDI) v 2 or 3 or SMDX

For Geospatial Data: FGDC or ISO 19115

If other standards are used by Licensor in preparation of Metadata for delivery to Service Provider, the standard should be documented using DTDs or Schemas so that crosswalks to internal formats can be made.

A6. Journals Data Delivery

Licensor agrees to provide the title, ISSN and volume/issue list for the content delivered. The initial archive content can be delivered by portable drive or FTP. The current update content should be delivered by FTP once the content is published.

The data delivered should be packaged in such a way that the Metadata is clearly related to the underlying content (normally the PDF version of the article or associated text) based on some combination of common base file names, or organization into a hierarchical directory structure reflecting the organization of volume, issue, and article, or by use of some standard coding convention that maps the Metadata file name to the corresponding content file.

A7. Journals Data format

Preference for receipt of Licensed Materials is as PDF files, not locked by password and not restricted by Digital Rights Management technologies. XML files should be in the NLM DTD format for articles. Documentation about the non-standard formats of Licensed Materials is required.

Licensor agrees to provide Licensed Materials in the following formats:

- XML structure information (Metadata) for each article conforming to the NLM DTD or a DTD or XML Schema documented by Licensor.
 - Full Bibliographic Citation
 - Abstract
 - References
- PDF full-text
- PDF structured/tagged for accessibility
- XML NLM Compliant full text
- XML Full Text conforming to a DTD or Schema documented by Licensor
- Image files of figures and tables referenced in the Metadata and full text XML
- Supplementary materials associated with the article such as spreadsheets, datasets, digital video and audio
- Pre-print or "advance publication release" article content
- Other Formats (*subject to approval by Service Provider*)(*Please provide details*)

A8. Books Data Delivery

Preference for receipt of Licensed Materials is as PDF files, not locked by password and not restricted by Digital Rights Management technologies. XML files should be in a recognized full-text XML standard for book content (e.g. ePUB, DocBook). Documentation about the non-standard formats of Licensed Materials is required.

Licensor should deliver book files and Metadata together. The initial archive content can be delivered by portable drive or FTP. Updates to current content should be delivered by FTP once the content is published. In cases when a third party is hired by Licensor to provide Metadata for the content, it is within Licensor's responsibility to guarantee that Metadata is delivered in a timely manner to avoid time lags between receiving up to date content and its associated Metadata.

For each batch of files sent to Service Provider, Licensor will provide an Excel title list containing each title's ISBNs and any other identifiers that can help with associated or related titles (e.g. volumes in series, different formats of same title etc.) The data delivered will be packaged in a way that the MARC records and Excel files clearly relate to the content based on some combination of common base file names, organization into a hierarchical directory structure, or standard coding convention that maps the Metadata file name to the corresponding content file.

Updates and corrections to previously supplied content should be identified clearly as updates, not mixed with new content, and identified in such a way that they can be associated with the original content to be updated.

A9. Books Data Format

Licensor agrees to provide Licensed Materials in the following formats:

- PDF (specify version) (fonts must be embedded with the document)
- XML (specify format)
- EPUB v2 or v 3
- Other (*Please provide details*): _____

- Daisy Format for accessibility
- PDF structured/tagged for accessibility

- Content provided in chapters
- Content provided as one complete book

A10. MARC Records

Please consult the OCU L Ebook Template to make sure Metadata meets the requirements of quality and completeness (www.ocul.on.ca/node/114)

MARC Supplier

- MARC Records Supplied by Content Provider
- MARC Records Supplied by third party (*please provide the contact and any account details needed*)

MARC Delivery

- Will be delivered with the content
- Will be delivered separately
- Will be picked up by Scholars Portal staff (*please provide the contact and any account details needed*)

MARC FORMAT

- UTF8
- OTHER (*please provide details*)

A11. Books Supplementary Materials include:

- Cover Images
- Table of Contents
- Metadata for Chapters
- Abstracts / Summaries
- References

- Other supplementary files (*Please provide details*)

SCHEDULE 1

MEMBER INSTITUTIONS

(to be completed by Licensor)

A Schedule dated _____ to the Agreement dated _____ between
[names of Licensor, Licensee and Service Provider]

(Please list names of all Member Institutions (listed below) or other members that are included in this Agreement)

Algoma University
Brock University
Carleton University
Guelph, University of
Lakehead University
Laurentian University
McMaster University
Nipissing University
OCAD University
Ontario Institute of Technology, University of
Ottawa, University of
Queen's University
Royal Military College
Ryerson University
Toronto, University of
Trent University
Waterloo, University of
Western University
Wilfrid Laurier University
Windsor, University of
York University

SCHEDULE 2

LICENSED MATERIALS

A Schedule 2 dated _____ to the Agreement dated _____ between
[names of Licensor, Licensee and Service Provider].

(to be completed by Licensor)