



## ELSEVIER MASTER AGREEMENT

This Elsevier Master Agreement is entered into as of December 31, 2015 ("Effective Date") by and between **Electronic Health Library of BC**, W.A.C. Bennett Library, Room 7600, Simon Fraser University, 8888 University Drive, Burnaby, BC V5A 1S6, Canada ("Client"), and **Elsevier Inc.**, 1600 John F Kennedy Blvd, Suite 1800, Philadelphia, PA 19103, USA ("Elsevier").

The general terms and conditions are set forth herein, with specific Products (as defined herein) licensed under this Elsevier Master Agreement which may be added via schedules from time to time by execution of subsequent schedules (each a "Schedule") subject to the terms and conditions set forth therein ("Product Specific Terms"). All Schedules signed in conjunction with this Elsevier Master Agreement or subsequently added will be incorporated by reference into this Elsevier Master Agreement. Each such Schedule, together with the terms and conditions of this Elsevier Master Agreement, are referred to collectively herein as the "Agreement". In the event of any conflict between the terms of this Elsevier Master Agreement and any Product Specific Terms, the Product Specific Terms will govern with respect to the applicable Product(s).

### SECTION 1. SCOPE.

#### 1.1 *Authorized Uses of the Products.*

Elsevier hereby grants to Client the non-exclusive, non-transferable, right to access and use the products and any related services identified in the attached Schedules ("Products") and provide the Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement and the Product Specific Terms set forth in the applicable Schedule(s).

#### 1.2 *Authorized Users/Sites.*

"Authorized Users" and "Sites" are the users and sites identified in the Product Specific Terms applicable to each Product.

#### 1.3 *Restrictions on Use of Products.*

Except as expressly stated in this Agreement or otherwise permitted in the applicable Product Specific Terms or in writing by Elsevier, Client and its Authorized Users shall not:

- deliver or otherwise make the Products directly or indirectly available to anyone other than Authorized Users;
- abridge, modify, translate, examine, test, subject to simulated input, reverse engineer, duplicate, or create any derivative work based on the Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, trademarks, or other proprietary notices or disclaimers as they appear in the Products;
- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices, or any similar or equivalent manual process, to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Products; or
- reproduce, transfer, sublicense or redistribute the Products (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof.

Authorized Users who are individuals who are independent contractors (or are employed by independent contractors) may use the Products only for the purposes of the contracted work for Client.

#### 1.4 *Intellectual Property Ownership.*

Client acknowledges that all right, title and interest in and to the Products and documentation, all copies thereof, and all modifications, changes, conversions, upgrades, additions and enhancements thereto, including all applicable rights to confidential information and methodologies, patents, copyrights,

trademarks, trade names, service marks, inventions, know-how, mask work rights, trade secrets and all other intellectual property rights inherent therein and appurtenant thereto, including all ideas, concepts, know-how, or techniques relating thereto developed during the course of this Agreement by Elsevier, belongs to and remains exclusively with Elsevier or its suppliers, subject only to the limited rights and license expressly granted to Client herein. Client acknowledges further that the unauthorized redistribution of the Products could materially and irreparably harm Elsevier and its suppliers.

Except as otherwise provided in the Product Specific Terms, any modification or enhancement to any Product developed by Client with or without advice or support by Elsevier or by Elsevier for Client, whether or not reimbursed by Client and whether or not developed in conjunction with Client's employees, agents, or contractors, are the exclusive property of Elsevier.

All rights not expressly granted by Elsevier in this Agreement are expressly reserved by Elsevier.

## **SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.**

### *2.1 Access to Products.*

Elsevier will make the Products accessible to Client and its Authorized Users as set forth in the applicable Product Specific Terms, or as may be otherwise set forth herein.

### *2.2 Withdrawal of Content.*

Elsevier reserves the right to withdraw from the Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing. In addition, for Products for which content is routinely updated, Elsevier may withdraw certain content for editorial, usage, currency, or other commercially reasonable reasons.

## **SECTION 3. CLIENT PERFORMANCE OBLIGATIONS.**

### *3.1 Authentication.*

Access to each Product will be authenticated as provided for in the applicable Product Specific Terms.

### *3.2 Protection from Unauthorized Access and Use.*

Client shall:

- limit access to and use of the Products to Authorized Users;
- notify all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
- issue any passwords or credentials used to access the Products only to Authorized Users, not divulge any passwords or credentials to any third party, notify all Authorized Users not to divulge any passwords or credentials to any third party, and promptly request that Elsevier revoke any passwords or credentials to those who are no longer Authorized Users; and
- upon becoming aware of any unauthorized use of the Products, immediately notify Elsevier in writing of such unauthorized use, identify the origination of such unauthorized use, and take immediate steps to end unauthorized use and to prevent any recurrence.

In the event of any unauthorized use of the Products, Elsevier may immediately suspend the access and/or require that Client immediately suspend the access to the source of the unauthorized use.

### *3.3 Client Responsibility for Patient Care.*

Client acknowledges and agrees that it is solely responsible for the conduct of its business, including any patient care.

#### SECTION 4. FEES AND PAYMENT TERMS.

Client shall pay fees to Elsevier in accordance with the fee schedules for each Product as set forth in the Product Specific Terms in the applicable Schedules (the "Fees"). Unless otherwise stated therein, Fees are due within thirty (30) days of invoice. Late payments will be subject to interest charges of 1% per month on any balance remaining unpaid. The Fees will be exclusive of any sales, use, value added, withholding or similar tax, and Client shall be liable for any such taxes in addition to the Fees. In addition to other remedies provided in this Agreement, Elsevier reserves the right upon thirty (30) days written notice to suspend access to the Products without incurring liability if Client fails to make any payment required hereunder when due.

During the term of this Agreement, and for up to one (1) year after all Fees due hereunder for use of the Products cease to be incurred by Client, upon reasonable notice to Client, Elsevier and/or its agents or representatives may audit Client's compliance with this Agreement, including any Schedules attached hereto. During this time, Client shall keep and maintain clear, accurate, and complete books and records, including, without limitation, all records relating to Client's compliance with this Agreement and relating to the Fees payable hereunder. In the event that any fees payable hereunder are variable based on usage or other factors, if an audit reveals an underpayment by Client, Client shall promptly make any such payments, including interest and charges as provided in this Section 4, and in the event of an underpayment of five percent (5%) or more shall reimburse Elsevier for the cost of such audit.

#### SECTION 5. TERM AND TERMINATION.

##### 5.1 *Term.*

The term of this Agreement will commence on the Effective Date and continue until terminated as provided for herein. Either party may terminate this Agreement upon thirty (30) days written notice if at any time there are no active Product Specific Term Schedules. The term of use for each Product will be as set forth in the applicable Schedule, provided that either party may terminate any Schedule as provided for herein.

##### 5.2 *Termination for Cause.*

Either party may terminate any Schedule upon written notice to the other party if any of the following events of default occurs with respect to the applicable Schedule:

- the other party fails to perform or comply with any material provision of this Agreement or such Schedule which failure continues uncorrected for thirty (30) days after written notice from the other party notifying the defaulting party of such failure; or
- the other party provides written acknowledgement of insolvency, applies for a judicial proceeding in bankruptcy or the appointment of a receiver for any of its properties, or an involuntary bankruptcy or dissolution action is commenced against the other party for such default(s).

The non-defaulting party may elect to leave any defaulted Schedule in full force and effect and to institute legal action against the defaulting party for specific performance or any other available remedies.

##### 5.3 *Effect of Expiration or Termination.*

Except as may be otherwise provided for in the Product Specific Terms for any particular Product, if this Agreement or any Schedule(s) is terminated or expires:

- all licensing rights granted herein or therein will immediately cease;
- Client shall immediately return, delete or destroy, at Elsevier's discretion, all Elsevier property including but not limited to any and all copies of the applicable Products and any other Elsevier intellectual property, files, data and/or links in its possession, custody or control and remove such materials from any and all of Client's systems, sites and/or software;

- Client shall certify to Elsevier in writing within five (5) days that it has complied with the foregoing; and
- Client shall pay to Elsevier all amounts due and owing under this Agreement and/or the applicable Schedule as of the date of expiration or termination.

Except as may be otherwise provided for in the Product Specific Terms for any particular Product, as of the date of termination, Client will have no further right or authority to use the applicable Products in any manner and Elsevier will be relieved of any and all obligations to Client under this Agreement and/or the applicable Schedule(s).

Elsevier's termination of this Agreement and termination of access to the Products will be without prejudice to any other remedies Elsevier may lawfully have.

## **SECTION 6. REPRESENTATIONS, WARRANTIES, AND INDEMNITIES.**

### *6.1 Elsevier Representations and Warranties.*

Elsevier further represents and warrants that:

- it is the owner of, or has obtained appropriate licenses necessary for, the operation of the Products and all portions thereof, and that Client's use of the Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party;
- the Products will operate in accordance with the applicable Schedule(s) when used in accordance with this Agreement; and
- it has used and shall use reasonable efforts to ensure that the Products are accurate, up-to-date, and compiled and reviewed consistent with accepted industry practices.

Elsevier's representations and warranties will not apply to any defect or damage resulting in whole or in part from fault or negligence of Client, improper or unauthorized use or disclosure of the Products or other deliverables, or repairs or modifications to the Products performed by anyone other than Elsevier or its agents hereunder.

### *6.2 Intellectual Property Indemnities.*

Elsevier shall indemnify, defend and hold harmless Client and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) (collectively, "Losses") arising from or out of any third-party action or claim alleging that use of the Products, in the form delivered by Elsevier to Client and in accordance with the terms and conditions herein, infringes the intellectual property rights of such third party. If any such action or claim is made, Client shall promptly notify and reasonably cooperate with Elsevier, including by providing information and assistance, at Elsevier's expense, as needed to defend an assertion by a third party. Elsevier may direct the defense of and settle any such action or claim at its option. Client shall not settle or publicize any claim by a third party without Elsevier's consent, and Elsevier will not be responsible for any settlement made by Client without Elsevier's consent.

In the event that any of the Products should be determined to be subject to the proprietary rights of any third party, Elsevier agrees, at its option, to (i) procure for Client the right to continue using such Products, (ii) replace or modify such Products to make it non-infringing, or (iii) discontinue and terminate this Agreement in its entirety or the Product Specific Terms applicable to the infringing Product(s) upon written notice to Client and refund to Client a prorated portion of the fees paid hereunder for the length of time Client was unable to use such Products. If such refund occurs, Elsevier will be released from all liability for all existing and future claims related to such Products.

Any modification or attempted modification of the Products by Client will void this indemnity unless Client has obtained written consent from Elsevier and/or to the extent permitted in the applicable Product Specific Terms. Notwithstanding the foregoing, this indemnity will not apply to any third-party action or

claim arising from any modification or attempted modification of the Products by Client and/or its Authorized Users. Neither Elsevier nor its affiliates, subsidiaries, agents, and suppliers (the "Elsevier Covered Parties") will incur liability for any claim of patent or copyright infringement or violation of proprietary rights to the extent that it is based on: (i) Client's unauthorized use or disclosure of the Products; (ii) Client's use or combination of the Products with hardware or software products or data belonging to Client and/or not supplied as part of the Products; (iii) Client's failure to use the Products in accordance with its specifications or other documentation accompanying such Products; (iv) specifications provided by Client; or (v) failure of Client to implement any improvement or updates to the Products provided without additional expense by Elsevier or as part of any maintenance services received by Client if the infringement claim would have been avoided thereby. Client shall indemnify, defend and hold harmless the Elsevier Covered Parties from and against any Losses arising from or out of any third party action or claim described in this paragraph.

The foregoing states the entire liability of the Elsevier Covered Parties and the sole and exclusive remedy of Client with respect to any claim based upon infringement or violation of any copyright, patent or other intellectual property right.

## **SECTION 7. DISCLAIMERS AND LIMITATIONS.**

### *7.1 Disclaimer.*

THE PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES CONTAINED IN THIS AGREEMENT. THE ELSEVIER COVERED PARTIES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE PRODUCTS OR RESULTS DERIVED THEREFROM, AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY ELSEVIER, ITS AGENTS OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OR CONDITION OF SATISFACTORY QUALITY, ACCURACY, UNINTERRUPTED USE, TIMELINESS, SEQUENCE, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE). CLIENT IS SOLELY RESPONSIBLE FOR ITS USE OF THIRD PARTY INFORMATION CONTAINED IN OR INFORMATION GENERATED THROUGH USE OF THE PRODUCTS.

CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY, CONDITION, GUARANTY OR REPRESENTATION MADE BY ELSEVIER OR ANY AGENT OR REPRESENTATIVE OF ELSEVIER EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

### *7.2 Client Responsibility; Professional Advice.*

Client acknowledges and agrees that the Elsevier Covered Parties provide no medical advice in connection with the Products and that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care. The information contained in the Products may include or incorporate third party information which is not subject to evaluation by the Elsevier Covered Parties and, in any event, is intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, nurses, or other healthcare professionals in patient care. Elsevier is not engaged in rendering medical, pharmacologic or health care advice or services. The Elsevier Covered Parties do not assume any responsibility for the actions of Client or Authorized Users which may result in liability or damages due to malpractice, failure to warn, negligence, or any other basis, and Client shall indemnify, defend and hold harmless the Elsevier Covered Parties from and against any Losses arising from or out of any such third party action or claim.

Except for certain patient information materials and materials specifically licensed to Client for distribution to and use directly by patients, the Products are designed for and intended to be used by trained

healthcare professionals as a reference resource and assume specialized knowledge by users and the exercise of that knowledge and discretion in application of the information contained in Products. Client assumes all responsibilities, duties, and obligations for any treatment, decision or advice made or given to third parties as a result of the use or application of the Products, and for the content, accuracy, and review of such results.

### 7.3 *Limitation of Liability.*

The Elsevier Covered Parties will not be liable for the failure by Client or its Authorized Users to use due care in the use and validation of the results produced by the Products or any medical treatment provided by Client or its Authorized Users to patients, whether or not the Products were used in connection with such treatment, nor for any damages suffered or incurred by Client associated with the use of the Products, including but not limited to those arising out of any faults, interruptions, or unreasonable delays in the delivery of the Products, or any inaccuracies, errors, or omissions in the Products. EXCEPT FOR DAMAGES RESULTING FROM ELSEVIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE ELSEVIER COVERED PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, BUSINESS INTERRUPTION OR LOSS OF PROFITS, PERSONAL INJURY OR PROPERTY DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE USE OF OR INABILITY TO USE THE PRODUCTS, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, EVEN IF ELSEVIER HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. Other than with respect to its indemnification obligations hereunder, the Elsevier Covered Parties' cumulative liability to Client, Client's customers, beneficiaries or Authorized Users is limited to those of Client's direct damages directly attributable to Elsevier as a result of a breach of this Agreement, and in no event will the liability of the Elsevier Covered Parties exceed a sum equal to the Fees paid by Client to Elsevier for the applicable Product(s) in the twelve (12) months immediately preceding the event that is basis for the claim.

## **SECTION 8. CONFIDENTIALITY.**

### 8.1 *Non-Disclosure.*

Client and its employees, officers, directors and agents shall maintain as confidential and not disclose to any non-affiliated third party without Elsevier's prior written consent or except as required by law the financial terms and commercial conditions of this Agreement. Additionally, the parties acknowledge that the Products, any discussions or information related to products and services the parties may offer to one another in the future, any other applicable third party software or products, and the reports and other deliverables furnished by one party to the other contain proprietary trade secrets and confidential information of each party ("Confidential Information"). To the extent permitted by law, the parties agree, both during the term of this Agreement and for a period of three (3) years after termination of this Agreement and of all licenses granted hereunder, to hold each other's Confidential Information in confidence. The parties agree, unless required by government regulations or order of court, not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purposes other than the implementation of this Agreement. Each party agrees to take reasonable care to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this Agreement. The parties acknowledge that to the extent disclosure is required by law, such disclosure may occur only after prompt written notice to the owner of the Confidential Information, allowing that party the opportunity to interpose all objections to the proposed disclosure. If such actions by the disclosing party are unsuccessful, or the disclosing party otherwise waives its right to seek such remedies, the receiving party shall disclose only that portion of the Confidential Information which it is legally required to disclose. The parties further acknowledge that the disclosure of any aspect of the Products, or of any of the Confidential Information referred to herein or any information, which at law or equity, ought to remain confidential, will give rise to irreparable injury to the other party inadequately compensable in damages. Accordingly, each party may seek or obtain injunctive relief against the breach or threatened breach to any of the foregoing undertakings, in addition to any other legal remedies, which may be available, and the other party hereby consents to the obtaining of such injunctive relief without notice or bond.

## 8.2 *Exclusions.*

For purposes of this Section 8, Confidential Information does not include information that (a) was or becomes generally available to the public other than as a result of disclosure by the recipient, its employees, agents or representatives or other acting on behalf of the recipient; (b) was lawfully in the recipient's possession prior to any disclosure by the other party, provided that the source of such information was rightfully in possession of the information without a duty of confidentiality; (c) is independently developed by the recipient without use of the other party's Confidential Information; (d) voluntarily disclosed, without similar restrictions on use or disclosure, to a third party by the party owning the Confidential Information; or (e) approved for disclosure by written authorization by the other party.

## 8.3 *Survival.*

All of the undertakings and obligations relating to confidentiality and non-disclosure, whether contained in this paragraph or elsewhere in this Agreement, and whether of Elsevier or Client, will survive the termination of this Agreement for whatever reason.

## **SECTION 9. GENERAL.**

### 9.1 *Force Majeure.*

Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) will be deemed a breach of this Agreement.

### 9.2 *Severability.*

The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

### 9.3 *Entire Agreement.*

This Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein.

### 9.4 *Modification.*

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties.

### 9.5 *Assignment.*

Client shall not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld.

### 9.6 *Survival.*

Rights and obligations under this Agreement which by their nature should survive, including, but not limited to, any and all payment obligations incurred prior to the termination or expiration hereof, or which this Agreement expressly states will survive, will remain in full force and effect following termination or expiration hereof.

### 9.7 *Notices.*

All notices given pursuant to this Agreement must be in writing and delivered to the party to whom such notice is directed at the address specified below or the facsimile number or electronic mail address as such party may designate by notice hereunder.

If to Elsevier: Elsevier Inc. (Clinical Solutions), Attn: Legal Department; 1600 John F. Kennedy Blvd. Suite 1800, Philadelphia, PA 19103-2899.

If to Client: Electronic Health Library of BC, W.A.C. Bennett Library, Room 7600, Simon Fraser University, 8888 University Drive, Burnaby, BC VA5 1S6, Canada.

9.8 *Choice of Law/Choice of Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania. Client hereby agrees and acknowledges that all disputes arising out of or relating to this Agreement or Client's and/or Authorized Users' use of Products shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or state courts of Philadelphia County, Pennsylvania.

9.9 *Independent Parties.*

Nothing in this Agreement makes Elsevier and Client partners, joint venturers, or otherwise associated in or with the business of the other. Elsevier is and will always remain an independent contractor. Neither party is liable for any debts, accounts, obligations, or other liabilities of the other party, its agents, or employees. Neither party is authorized to incur debts or other obligations of any kind on the part of or as agent for the other except as may specifically be authorized in writing. Elsevier has no authority to act in the name of, or incur any obligation binding on, Client.

9.10 *Execution.*

This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.



**FORM PRODUCT SPECIFIC TERMS**  
**Schedule 1**  
**Electronic Health Library of BC**  
**Elsevier Master Agreement dated December 31, 2015**  
**Performance Management**

The Parties hereto agree as follows:

1. **Products.** Elsevier hereby grants to Client a non-exclusive, non-transferable right to access and use the electronic content identified in Annex A to this Schedule ("Subscriptions") and provide the Subscriptions to its Authorized Users (as defined herein), as set forth in this Schedule and subject to the terms and conditions of the Master Agreement, which is incorporated in this Schedule by reference. The Subscriptions are "Products" (as defined in the Master Agreement).
2. **Authorized Users.** Authorized Users are, as applicable, the full-time and part-time students, faculty, fellows, staff, researchers, administrators, residents, employees and independent contractors of Client affiliated with Client's locations listed below (the "Sites") and permitted by Client to access the Subscriptions identified below.
3. **Authorized Uses.** Client and its Authorized Users may access and use the electronic content and learning modules within the Subscriptions. Training administrators designated by Client (the "Administrators") may access and use the e-learning courses of the Subscriptions for the sole purpose of administering and delivering training and may use the Elsevier competency management functionality to manage, track, report and review the use of, progress in and scores from the e-learning courses assigned to and taken by the Authorized Users. Authorized Users may customize the text corresponding with the Mosby's Skills modules for the sole purpose of complying with Client's institution-specific protocols and procedures.
4. **Access.** Access to the Subscriptions shall be provided via an internet address to be provided by Elsevier to Client. Client acknowledges and agrees that it shall bear sole responsibility and liability for installation of all system components required to access the Subscriptions, and all charges it incurs to access the Subscriptions (e.g., its own ISP fees).
5. **Support.** Elsevier shall provide technical support and training to Client's designated technical contact, implementation assistance to Client's Administrator(s), and system set up, maintenance, updates and backups with respect to the Subscriptions.
6. **Quality of Service.** Elsevier will use reasonable efforts to provide the Subscriptions with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to Client and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service
7. **Data Security.** Elsevier shall use commercially reasonable efforts to keep data supplied during course of use of the Subscriptions and materials customized by Authorized Users protected against unauthorized access, loss, misuse, alteration or disclosure through the use of appropriate security measures that conform to generally recognized industry standards and best practices based on the relevant data classification.

8. **Authentication.** Access to the Subscriptions shall be authenticated by the use of Internet Protocol (“IP”) address(es) indicated by Client and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials.
9. **Registration.** Client acknowledges and agrees that any customization of the materials within the Mosby’s Skills modules by Authorized Users requires individual registration by such Authorized Users on the applicable website(s) (“Website”). In the event of any ambiguity or inconsistency between terms in the Website’s “click thru” Registered User Agreement and in this Master Agreement, the terms in this Master Agreement shall control.
10. **Fees.** Client shall pay Elsevier the Fees indicated on Annex A for the Subscriptions.
11. **Term.** This Schedule will be effective as of December 31, 2015 and shall expire on December 31, 2020. Thereafter, this Schedule will automatically renew for successive one (1) year terms, subject to appropriate adjustments to the Fees, unless either Party gives the other Party written notice of its intent not to renew this Schedule no later than sixty (60) days prior to the end of the then-current term. Elsevier will notify Client of price adjustments for the renewal term no later than seventy-five (75) days prior to the end of the then current term.
12. **Restricted Information.** Client acknowledges and agrees that it will not supply Elsevier with any confidential, proprietary or regulated institutional/university data, including but not limited to financial information, trade secrets, privileged material or software, or any sensitive personal data, including but not limited to Social Security numbers, credit card numbers, bank account information, student grades, disciplinary information or other education records, salary or employee performance information, donations, patient health information or passwords.
13. **Sites/Facilities.** Sites/facilities are as follows:
  - Fraser Health Authority:**
    - Abbotsford Regional Hospital and Cancer Centre
    - 32900 Marshall Road
    - Abbotsford, B.C. V2S 0C2
  
  - Burnaby Hospital
  - 3935 Kincaid St
  - Burnaby, BC V5G 2X6
  
  - Chilliwack General Hospital
  - 45600 Menholm Road
  - Chilliwack, BC V2P 1P7
  
  - Delta Hospital
  - 5800 Mountain View Blvd
  - Delta, BC V4K 3V6
  
  - Eagle Ridge Hospital
  - 475 Guildford Way
  - Port Moody, BC V3H 3W9

Fraser Canyon Hospital  
1275 7th Avenue  
Hope, BC V0X 1L4

Jim Pattison Outpatient Care and Surgery Centre  
9750 140 Street  
Surrey, B.C. V3T 0G9

Langley Memorial Hospital  
22051 Fraser Hwy  
Langley, BC V3A 4H4

Mission Memorial Hospital  
7324 Hurd Street  
Mission, BC V2V3H5

Peace Arch Hospital  
15521 Russell Avenue  
White Rock, BC V4B 2R4

Ridge Meadows Hospital  
11666 Laity St  
Maple Ridge, BC V2X 7G5

Royal Columbian Hospital  
330 E Columbia Street  
New Westminster, B.C. V3L 3W7

Surrey Memorial Hospital  
13750 96 Avenue  
Surrey, B.C. V3V 1Z2

**Interior Health:**

Cranbrook  
East Kootenay Regional Hospital  
13 - 24th Ave N. Cranbrook, BC V1C 3H9

Creston Valley Hospital  
312 - 15th Ave N. Creston, BC V0B 1G0

Elkford Health Centre  
1505 - 5th Ave (Bag 1000) Fernie, BC V0B 1M0

Elk Valley Hospital  
1501 - 5th Ave Fernie, BC V0B 1M0

Golden & District Hospital  
835 - 9th Ave S. (Box 1260) Golden, BC V0A 1H0

Invermere & District Hospital  
850 - 10th Ave (Box 5001) Invermere, BC V0A 1K0

Sparwood Health Centre  
570 Pine Ave, (Box 137) Sparwood, BC V0B 2G0

Castlegar & District Community Health Centre  
709 - 10th St. Castlegar, BC V1N 2H7

Edgewood Health Centre  
322 Monashee Ave (Box 5) Edgewood, BC V0G 1J0

Boundary Hospital  
7649 - 22nd St. (Box 2647) Grand Forks, BC V0H 1H2

Victorian Community Health Centre  
673A Ave (Box 607), Kaslo, BC V0G 1M0

Arrow Lakes Hospital  
97 1st Ave NE. (Box 87) Nakusp, BC V0G 1R0

Kootenay Lake Hospital  
3 View St. Nelson, BC V1L 2V1

Slocan Community Health Centre  
(Box 129) 401 Galena Ave, New Denver, BC V0G 1S0

Kootenay Boundary Regional Hospital  
1200 Hospital Bench Trail, BC V1R 4M1

Kelowna General Hospital  
2268 Pandosy St., Kelowna, BC V1Y 1T2

South Similkameen Health Centre  
700 - 3rd St., Keremeos, BC VOX 1N3

South Okanagan General Hospital  
7139 - 362 Ave., Oliver, BC V0H 1T0

Penticton Regional Hospital  
550 Carmi Ave., Penticton, BC V2A 3G6

Princeton General Hospital  
98 Ridgewood Dr., Princeton, BC VOX 1W0

Vernon Jubilee Hospital  
2101 - 32nd St., Vernon, BC V1T 5L2

100 Mile District General Hospital  
555 Cedar Ave S., 100 Mile House, BC V0K 2E0

Ashcroft Hospital & Community Health Care Centre  
770 Ash-Cache Creek Hwy, Ashcroft, BC V0K 1A0

Barriere Health Centre  
4537 Barriere Town Rd., Barriere, BC V0E 1E0

Chase Primary Health Care Clinic  
825 Thompson Ave., Chase, BC V0E 1M0

Dr. Helmcken Memorial Hospital  
640 Park Drive, RR#1, Clearwater, BC V0E 1N0

Royal Inland Hospital  
311 Columbia Street, Kamloops, BC V2C 2T1

Lillooet Hospital & Health Centre  
951 Murray St. Lillooet, BC V0K 1V0

Logan Lake Primary Health Centre  
(P.O. Box 1000) 5 Beryl Dr., Logan Lake, BC V0K 1W0

St. Bartholomew's Health Centre  
575A Main St., Lytton, BC V0K 1Z0

Nicola Valley Hospital & Health Centre  
3451 Voght St., Merritt, BC V1K 1C6

Queen Victoria Hospital  
1200 Newlands Rd., Revelstoke, BC V0E 2S0

Shuswap Lake General Hospital  
P.O. Box 520, 601 - 10th St. NE, Salmon Arm, BC V1E 4N6

Cariboo Memorial Hospital  
517 N. 6th Ave., Williams Lake, BC V2G 2G8

**Vancouver Island Health Authority:**

Royal Jubilee, 1952 Bay St., Victoria, BC V8R 1J8

Victoria General, 1 Hospital Way, Victoria, BC V8Z 6R5

Queen Alexander, 2400 Arbutus Rd., Victoria, BC V8N 1V7

Saanich Peninsula, 2166 Mount Newton X Rd., Saanichton, BC V8M 2B2  
Lady Minto, 135 Crofton Rd., Saltspring Island, BC V8K 1T1  
Nanaimo Regional General, 1200 Dufferin Crescent, Nanaimo, BC V9S 2B7  
West Coast General, 3949 Port Alberni Hwy., Port Alberni, BC V9Y 4S1  
Tofino General, 261 Neill St., Tofino, BC V0R 2Z0  
Cowichan District, 3045 Gibbins Rd., Duncan, BC V9L 1E5  
Campbell River, 375 – 2nd Ave., Campbell River, BC V9W 3V1  
St. Joseph's, 2137 Comox Ave., Comox, BC V9M 1P2  
Cormorant Island, 49 School Rd., Alert Bay, BC V0N 1A0  
Port Hardy, 9120 Granville St., Port Hardy, BC V0N 2P0  
Port McNeill, 2750 Kingcome Pl., Port McNeill, BC V0N 2R0

**Northern Health Authority:**

Burns Lake - Lakes District Hospital and Health Centre  
PO Box 7500, 741 Centre Street  
Burns Lake, BC V0J 1E0

Chetwynd Hospital and Health Centre  
PO Box 507, 5500 Hospital Road  
Chetwynd, BC V0C 1J0

Dawson Creek and District Hospital  
11100 13th Street  
Dawson Creek, BC V1G 3W8

Fort Nelson Hospital  
5315 Liard Street - Bag 1000  
Fort Nelson, BC V0C 1R0

Stuart Lake Hospital  
Box 1060  
600 Stuart Drive E

Fort St John Hospital  
8407 - 112 Avenue  
Fort St. John, BC V1J 0J5  
Wrinch Memorial Hospital  
2510 Hwy 62  
Hazelton, BC V0J 1Y0

Kitimat General Hospital and Health Centre  
920 Lahakas Blvd. South  
Kitimat, BC V8C 2S3

Mackenzie and District Hospital and Health Centre  
45 Centennial Drive, PO Box 249  
Mackenzie, BC V0J 2C0

Northern Haida Gwaii Hospital and Health Centre  
Box 319  
2520 Harrison Avenue  
Masset, BC V0T 1M0

McBride and District Hospital  
1136 5th Avenue  
McBride, BC V0J 2E0

University Hospital of Northern British Columbia  
1475 Edmonton Street  
Prince George, BC V2M 1S2

Prince Rupert Regional Hospital  
1305 Summit Avenue  
Prince Rupert, BC V8J 2A6

Queen Charlotte Islands General Hospital  
PO Box 9  
3209 Oceanview Drive  
Queen Charlotte, BC V0T 1S0

GR Baker Memorial Hospital  
543 Front Street  
Quesnel, BC V2J 2K7

Bulkley Valley District Hospital  
3950 8th Avenue, PO Box 370  
Smithers, BC V0J 2N0

Mills Memorial Hospital  
4720 Haugland Avenue  
Terrace, BC V8G 2W7

St. John Hospital  
3255 Hospital Road  
Vanderhoof, BC V0J 3A2

**Providence Healthcare:**

St Paul's Hospital  
1081 Burrard Street Vancouver,  
BC, V6Z 1Y6

Mount St. Joseph  
3080 Prince Edward Street

Vancouver, BC, V5T 3N4

Holy Family Hospital  
7801 Argyle Street  
Vancouver, BC, V5P 3L6

Youville Residence  
4950 Heather Street  
Vancouver, BC, V5Z 3L9

St Vincent Langara  
255 West 62nd Avenue  
Vancouver, BC, V5X 4V4

St. Vincent's: Honoria Conway-Heather  
4875 Heather Street  
Vancouver, BC, V5Z 0A7

St. Vincent's: Brock Fahrni  
4650 Oak Street  
Vancouver, BC, V6H 4J4

St John Hospice  
6389 Stadium Road  
Vancouver, BC, V6T 1Z4

Providence Crosstown Clinic  
84 West Hastings Street (at Abbott)  
Vancouver, BC, V6B 1G8



**Vancouver Coastal Health:**

Vancouver General Hospital, 899 West 12th Ave, Vancouver BC, V5Z 1M9

UBC Hospital, 2211 Westbrook Mall, Vancouver BC V6T 2B5

Richmond Hospital, 7000 Westminister Highway, Richmond, BC V6X 1A2

Lions Gate Hospital, 231 E 15 St, North Vancouver, BC V2L 2L7

St. Mary's Hospital, 5544 Sunshine Coast, Sechelt, BC V0N 3A0

Powell River General Hospital, 500 Joyce Ave, Powell River, BC V8A 5R3

Squamish General Hospital, 38140 Behrner Dr, Squamish, BC V8B 0C8

R.W. Large Memorial Hospital, 88 Waslisa Street, Bella Bella, BC V0T 1Z0

Bella Coola General Hospital. Echo St, Bella Coola, BC V0T 1C0

Client shall promptly notify Elsevier of any increase in the number of sites or facilities. In the event that additional sites or facilities other than those listed above are added, the Fees shall be subject to a pro rata increase in the then applicable Fees in accordance with Section 14 and Annex A, effective as of the date such additional sites or facilities were added and payable within thirty (30) days of Elsevier's invoice.

14. **Usage.** Fees are based on the following maximum number of seats: unlimited

Schedule 2 - Provincial Health Services Authority (PHSA)

**FORM PRODUCT SPECIFIC TERMS**

**Schedule 2**

**Electronic Health Library of BC**

**Elsevier Master Agreement dated December 31, 2015**

**Performance Management**

The Parties hereto agree as follows:

1. **Products.** Elsevier hereby grants to Client a non-exclusive, non-transferable right to access and use the electronic content identified in Annex A to this Schedule ("Subscriptions") and provide the Subscriptions to its Authorized Users (as defined herein), as set forth in this Schedule and subject to the terms and conditions of the Master Agreement, which is incorporated in this Schedule by reference. The Subscriptions are "Products" (as defined in the Master Agreement).
2. **Authorized Users.** Authorized Users are, as applicable, the full-time and part-time students, faculty, fellows, staff, researchers, administrators, residents, employees and independent contractors of Client affiliated with Client's locations listed below (the "Sites") and permitted by Client to access the Subscriptions identified below.
3. **Authorized Uses.** Client and its Authorized Users may access and use the electronic content and learning modules within the Subscriptions. Training administrators designated by Client (the "Administrators") may access and use the e-learning courses of the Subscriptions for the sole purpose of administering and delivering training and may use the Elsevier competency management functionality to manage, track, report and review the use of, progress in and scores from the e-learning courses assigned to and taken by the Authorized Users. Authorized Users may customize the text corresponding with the Mosby's Skills modules for the sole purpose of complying with Client's institution-specific protocols and procedures.
4. **Access.** Access to the Subscriptions shall be provided via an internet address to be provided by Elsevier to Client. Client acknowledges and agrees that it shall bear sole responsibility and liability for installation of all system components required to access the Subscriptions, and all charges it incurs to access the Subscriptions (e.g., its own ISP fees).
5. **Support.** Elsevier shall provide technical support and training to Client's designated technical contact, implementation assistance to Client's Administrator(s), and system set up, maintenance, updates and backups with respect to the Subscriptions.
6. **Quality of Service.** Elsevier will use reasonable efforts to provide the Subscriptions with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to Client and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service
7. **Data Security.** Elsevier shall use commercially reasonable efforts to keep data supplied during course of use of the Subscriptions and materials customized by Authorized Users protected against unauthorized access, loss, misuse, alteration or disclosure through the use of appropriate security measures that conform to generally recognized industry standards and best practices based on the relevant data classification.

8. **Authentication.** Access to the Subscriptions shall be authenticated by the use of Internet Protocol (“IP”) address(es) indicated by Client and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials.
9. **Registration.** Client acknowledges and agrees that any customization of the materials within the Mosby’s Skills modules by Authorized Users requires individual registration by such Authorized Users on the applicable website(s) (“Website”). In the event of any ambiguity or inconsistency between terms in the Website’s “click thru” Registered User Agreement and in this Master Agreement, the terms in this Master Agreement shall control.
10. **Fees.** Client shall pay Elsevier the Fees indicated on Annex A for the Subscriptions.
11. **Term.** This Schedule will be effective as of December 31, 2015 and shall expire on December 31, 2016. Thereafter, this Schedule will automatically renew for successive one (1) year terms, subject to appropriate adjustments to the Fees, unless either Party gives the other Party written notice of its intent not to renew this Schedule no later than sixty (60) days prior to the end of the then-current term. Elsevier will notify Client of price adjustments for the renewal term no later than seventy-five (75) days prior to the end of the then current term.
12. **Restricted Information.** Client acknowledges and agrees that it will not supply Elsevier with any confidential, proprietary or regulated institutional/university data, including but not limited to financial information, trade secrets, privileged material or software, or any sensitive personal data, including but not limited to Social Security numbers, credit card numbers, bank account information, student grades, disciplinary information or other education records, salary or employee performance information, donations, patient health information or passwords.
13. **Sites/Facilities.** Sites/facilities are as follows:

BC Children’s Hospital, 4480 Oak St., Vancouver, BC V6H 3N1  
Sunny Hill Health Centre for Children, 3655 Slocan St., Vancouver, BC V5M 3E8  
BC Women’s Hospital & Health Centre, 4500 Oak St., Vancouver, BC V6H 3N1  
BC Cancer Agency, 600 West 10th Avenue, Vancouver, BC V5Z 4E6  
Forensic Psychiatric Hospital, 70 Colony Farm Road, Coquitlam, BC, V3C 5X9  
Heartwood Centre, 5th Floor, 4500 Oak Street,, Vancouver, BC V6H 3N1  
Burnaby Centre for Mental Health & Addiction, 28 - 3405 Willingdon Avenue, Burnaby, BC  
Looking Glass Residence, 4116 Angus Drive, Vancouver, BC, V6J 4H9

Client shall promptly notify Elsevier of any increase in the number of sites or facilities. In the event that additional sites or facilities other than those listed above are added, the Fees shall be subject to a pro rata increase in the then applicable Fees in accordance with Section 14 and Annex A, effective as of the date such additional sites or facilities were added and payable within thirty (30) days of Elsevier’s invoice.

14. **Usage.** Fees are based on the following maximum number of seats: unlimited
15. **Additional Indemnities.** In addition to the Client indemnities provided for in the Master Agreement, Client shall indemnify, defend and hold harmless the Elsevier Covered Parties from and against any Losses arising from or out of any third party action or claim relating to Client’s

customization or alteration by Client of any portion of the Elsevier e-learning courses or Mosby's Skills modules, or to any materials furnished by Client and incorporated into the Subscriptions by Elsevier at Client's request.

## **Amendment 4 to the Elsevier Master Agreement**

This Amendment 4 (“Amendment”) to the Elsevier Master Agreement dated December 31, 2015, and all subsequent amendments thereto (the “Agreement”) is entered into on April 17, 2017 (“Amendment Effective Date”) by and between **Electronic Health Library of BC**, W.A.C. Bennett Library, Room 7600, Simon Fraser University, 8888 University Drive, Burnaby, BC V5A 1S6, Canada (“Client”), and **Elsevier Inc.**, 1600 John F Kennedy Blvd, Suite 1800, Philadelphia, PA 19103, USA (“Elsevier”).

**WHEREAS**, the parties wish to amend Schedule 1 of the Agreement as stated herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Client wishes to add the following facilities to #13. Sites/Facilities in Schedule 1 of the Agreement:  
The Cedars at Beulah Gardens, 3355 East 5<sup>th</sup> Ave., Vancouver  
Terraces on 7<sup>th</sup>, 1570 West 7<sup>th</sup> Ave., Vancouver  
Clarendon Court, 6404 Clarendon Ave., Vancouver  
Cooper Place, 306 East Cordova St., Vancouver  
Harmony House, 580 Shanghai Alley, Vancouver  
Haro Park Centre, 1233 Haro St., Vancouver  
Honorina Conway, 4875 Heather St., Vancouver  
Icelandic Harbour, 2020 Harrison Dr., Vancouver  
Millennium Towers, 601-1175 Broughton St., Vancouver  
Southview Heights, 7252 Kerr St., Vancouver  
Weinberg Residence, 5650 Osler St., Vancouver  
Austin Harris Residence, 5411 Moncton St., Richmond  
Courtyard Gardens, 7051 Moncton Rd., Richmond  
Christenson Village, 585 Shaw Rd., Gibsons  
Kiwanis Garden Manor, 4923 Kiwanis Ave., Powell River  
Shannon Falls Retirement Residence, 38225 Third Ave., Squamish, BC  
Cedar Garden, 1250 Cedar Village Close  
Churchill House, 150 West 29<sup>th</sup> St., North Vancouver, BC  
Kiwanis Manor, 959 – 21 St., West Vancouver, BC
2. The pricing provided in Annex A, attached hereto, will apply to the renewal term beginning May 1, 2017 through December 30, 2020.
3. Notwithstanding anything to the contrary set forth in this Amendment, in the event of a conflict between the terms of the Agreement and the terms of this Amendment, this Amendment shall control. Other than as specifically modified by this Amendment, all of the other terms and conditions of the Agreement shall continue to be in full force and effect. Unless otherwise defined herein, capitalized terms shall have the meanings given such terms in the Agreement.

4. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed by their respective duly authorized representatives as of the Amendment Effective Date.

**ELECTRONIC HEALTH LIBRARY OF BC  
(Client)**

\_\_\_\_\_

**Name:**

**Title:**

**ELSEVIER INC.  
(Elsevier)**

\_\_\_\_\_

**Name:**

**Title:**

**Annex A to Schedule 1**  
**Products and Fees**

The Subscribed Products and Fees identified below are in addition to those identified in the Agreement.

<b>Subscriptions</b>	<b>05/01/2017 – 12/30/2017 Fees</b>	<b>12/31/2017 – 12/30/2018 Fees</b>	<b>12/31/2018 – 12/30/2019 Fees</b>	<b>12/31/2019 – 12/30/2020 Fees</b>
Clinical Skills Plus				
Clinical Skills Pediatrics				
Clinical Skills Perioperative				
Clinical Skills Respiratory				
<b>TOTAL FEE:</b>				

**Fifth Amendment to the  
Elsevier Master Agreement**

This Fifth Amendment (“Amendment”) to the Elsevier Master Agreement dated December 31, 2015, and all subsequent amendments thereto (the “Agreement”) is entered into on February 20, 2018 (“Amendment Effective Date”) by and between **Electronic Health Library of BC**, W.A.C. Bennett Library, Room 7600, Simon Fraser University, 8888 University Drive, Burnaby, BC V5A 1S6, Canada (“Client”), and **Elsevier Inc.**, 1600 John F Kennedy Blvd, Suite 1800, Philadelphia, PA 19103, USA (“Elsevier”).

**WHEREAS**, the parties wish to amend Schedule 1 of the Agreement in order to add additional sites to the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Annex A to Schedule 1, attached hereto, is in addition to Annex A of Schedule 1 of the Agreement.
2. The Agreement is hereby amended by adding the following Sites to section 13:

Belvedere Care 1 west	739 Alderson Avenue, Coquitlam, V3K 1T9
Bevan Lodge	33386 Bevan Avenue, Abbotsford, V2S 5G6
Cherington Place Main Floor	13453-111AAvenue, Surrey, V3R 2C5
Dania Home	4175 Norland Avenue, Burnaby V5G 3S7
Delta View	9341 Burns Drive, Delta V4K 3N3
Eden Care Centre	9100 Charles Street, Chilliwack V2P 5K6
Evergreen Baptist	1550 Oxford Street, white Rock V4B 3R5
Hawthorne Care Centre	2111 hawthorne Avenue, Port Coquitlam V3C 1W3
Lakeshore	657 Gatensbury Street, Coquitlam V3J 5G9
Madison	1399 Foster Avenue, Coquitlam, V3J 2N1
Menno Home	32910 Brundige Avenue, Abbotsford V2S 1N2
New Vista	7550 Rosewood Street, Burnaby, V5E 3Z3
Normanna	7725 4th Street, Burnaby V3N 5B6
Northcrest Care Centre	6771 120th Street, Delta, V4E 2A7
Tabor Home Dogwood	31944 Sunrise Crescent, Abbotsford, V2S 1K8
West Shore Laylum	Elaine Price
Zion Park manor	5939 180th Street, Surrey, V3S 4L2
Evergreen Timbers Assisted Living	5464 203rd St, Langley V3A 0A4
Liberty & Freedom Place	7899 17th Ave, Burnaby V3N 1M1

3. The pricing provided in Annex A, attached hereto, will apply for the additional sites for the term beginning April 1, 2018, ending December 30, 2020.



4. Notwithstanding anything to the contrary set forth in this Amendment, in the event of a conflict between the terms of the Agreement and the terms of this Amendment, this Amendment shall control. Other than as specifically modified by this Amendment, all of the other terms and conditions of the Agreement shall continue to be in full force and effect. Unless otherwise defined herein, capitalized terms shall have the meanings given such terms in the Agreement.
5. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed by their respective duly authorized representatives as of the Amendment Effective Date.

**ELECTRONIC HEALTH LIBRARY OF BC  
(Client)**

**Name:**  
**Title:**

**ELSEVIER INC.  
(Elsevier)**

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**Name:**  
**Title:**

**Annex A to Schedule 1**  
**Products and Fees**

The Subscribed Products and Fees identified below are in addition to those identified in the Agreement.

<b>Subscriptions</b>	<b>01 Apr 2018 – 30 Dec 2018 Fees</b>	<b>31 Dec 2018 – 30 Dec 2019 Fees</b>	<b>31 Dec 2019 – 30 Dec 2020 Fees</b>
Clinical Skills Plus			
Clinical Skills Pediatrics			
Clinical Skills Perioperative			
Clinical Skills Respiratory			
<b>TOTAL FEE:</b>			

**Sixth Amendment to the  
Form Product Specific Terms – Schedule 1  
Under the Elsevier Master Agreement dated December 31, 2015**

This Sixth Amendment (“Amendment 6”) to the Product Specific Terms – Schedule 1 (“Schedule”) of the Elsevier Master Agreement dated December 31, 2015, and all subsequent amendments thereto (the “Agreement”) is entered into on October 1, 2019 (“Amendment Effective Date”) by and between **Electronic Health Library of BC**, W.A.C. Bennett Library, Room 7600, Simon Fraser University, 8888 University Drive, Burnaby, BC V5A 1S6, Canada (“Client”), and **Elsevier Inc.**, 1600 John F Kennedy Blvd, Suite 1800, Philadelphia, PA 19103, USA (“Elsevier”).

**WHEREAS**, the Parties wish to amend the Schedule in order to extend the term.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and, in the Schedule, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Schedule as follows:

1. Section 11. Term is hereby extended through December 30, 2025.
2. As of the Amendment Effective Date, Annex A is hereby amended to include Annex A, attached hereto.
3. The Fees provided in Annex A, attached hereto, will apply to the renewal term beginning December 31, 2020 through December 30, 2025.
4. Notwithstanding anything to the contrary set forth in this Amendment 6, in the event of a conflict between the terms of the Schedule and the terms of this Amendment 6, this Amendment 6 shall control. Other than as specifically modified by this Amendment 6, all of the other terms and conditions of the Schedule shall continue to be in full force and effect. Unless otherwise defined herein, capitalized terms shall have the meanings given such terms in the Schedule.
5. This Amendment 6 may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused this Amendment 6 to be executed by their respective duly authorized representatives as of the Amendment Effective Date.

**ELECTRONIC HEALTH LIBRARY OF BC  
(Client)**

\_\_\_\_\_  
**Name:**

**Title:**

**ELSEVIER INC.  
(Elsevier)**

\_\_\_\_\_  
**Name:**

**Title:**

**Annex A to Amendment 6 to Schedule 1**  
**Products and Fees**

The Subscribed Products and Fees identified below are in addition to those outlined in the Schedule.

<b>Subscriptions</b>	<b>31 Dec 2020 – 30 Dec 2021 Fees</b>	<b>31 Dec 2021 – 30 Dec 2022 Fees</b>	<b>31 Dec 2022 – 30 Dec 2023 Fees</b>	<b>31 Dec 2023 – 30 Dec 2024 Fees</b>	<b>31 Dec 2024 – 30 Dec 2025 Fees</b>
Clinical Skills Plus					
Clinical Skills Pediatrics					
Clinical Skills Perioperative					
Clinical Skills Respiratory					
<b>TOTAL FEE:</b>					



**Amendment 7 to the  
Product Specific Terms – Schedule 1  
under the Elsevier Master Agreement**

This Seventh Amendment (“Amendment 7”) to the Product Specific Terms – Schedule 1, as amended (“Schedule 1”) of the Elsevier Master Agreement dated December 31, 2015, and all subsequent amendments thereto (the “Agreement”) is entered into on October 26, 2020 (“Amendment Effective Date”) by and between **Electronic Health Library of BC**, W.A.C. Bennett Library, Room 7600, Simon Fraser University, 8888 University Drive, Burnaby, BC V5A 1S6, Canada (“Client”), and **Elsevier Inc.**, 1600 John F Kennedy Blvd, Suite 1800, Philadelphia, PA 19103, USA (“Elsevier”).

**WHEREAS**, the Parties wish to amend Schedule 1 in order to update Annex A.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and in Schedule 1 and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend Schedule 1 as follows:

1. As of the Amendment Effective Date, Annex A is hereby amended to include Annex A, attached hereto.
2. The Fees provided in Annex A, attached hereto, will apply to the renewal term beginning December 31, 2020 through December 30, 2025.
3. Notwithstanding anything to the contrary set forth in this Amendment 7, in the event of a conflict between the terms of Schedule 1 and the terms of this Amendment 7, this Amendment 7 shall control. Other than as specifically modified by this Amendment 7, all of the other terms and conditions of Schedule 1 shall continue to be in full force and effect. Unless otherwise defined herein, capitalized terms shall have the meanings given such terms in Schedule 1.
4. This Amendment 7 may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment 7 to be executed by their respective duly authorized representatives as of the Amendment Effective Date.

**ELECTRONIC HEALTH LIBRARY OF BC  
(Client)**

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**Name: Anita Cocchia**  
**Title: Executive Director**

**ELSEVIER INC.  
(Elsevier)**

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**Name: Hajo Oltmanns**  
**Title: SVP, Commercial**

**Annex A of Amendment 7 to Schedule 1**  
**Products and Fees**

The Subscription Products and Fees identified below are in addition to those outlined in the Schedule.

<b>Subscriptions</b>	<b>31 Dec 2020- 30 Dec 2021 Fees</b>	<b>31 Dec 2021- 30 Dec 2022 Fees</b>	<b>31 Dec 2022- 30 Dec 2023 Fees</b>	<b>31 Dec 2023- 30 Dec 2024 Fees</b>	<b>31 Dec 2024- 30 Dec 2025 Fees</b>
Clinical Skills Plus					
Clinical Skills Pediatrics					
Clinical Skills Perioperative					
Clinical Skills Respiratory					
<b>TOTAL FEES:</b>					



**PRODUCT SPECIFIC TERMS**  
**Schedule 3**  
**Electronic Health Library of BC**  
**Elsevier Master Agreement dated December 31, 2015**  
**Performance Management**

The parties acknowledge and agree that Schedule 1, as amended, and Schedule 2 are terminated and superseded by this Schedule 3 effective April 6, 2023.

The parties hereto agree as follows:

- 1. Products.** Elsevier hereby grants to Client a non-exclusive, non-transferable right to access and use the electronic content products and related platforms identified in Annex A to this Schedule (“Subscriptions”) and provide the Subscriptions to its Authorized Users (as defined herein), as set forth in this Schedule and subject to the terms and conditions of the Master Agreement, which is incorporated in this Schedule by reference. The Subscriptions are “Products” (as defined in the Master Agreement).
- 2. Authorized Users / Sites.** Authorized Users are, as applicable, the full-time and part-time students, faculty, fellow, staff, researchers, administrators, residents, employees and independent contractors affiliated with Client’s locations listed on Annex A (“Sites” and permitted by Client’s Sites to access the Subscriptions from the premises of the Sites or remotely via a Secure Network. Rights and responsibilities referenced in this Agreement, and accompanying Schedules, in regard to “Client” shall apply to all Sites and their Authorized Users.
- 3. Authorized Uses.**
  - a. Content. Client may:
    - Allow its Authorized Users to access and utilize the electronic content within the Subscriptions;
    - Appoint training administrators (“Administrators”) to access and use the electronic content within the Subscriptions for the sole purpose of administering and delivering training for Authorized Users;
    - Print or download select components from the electronic content within the Subscriptions for the exclusive use of such Authorized User;
    - Incorporate short cut links to the respective landing pages for the Subscriptions on Client’s websites, accessible only by Authorized Users via a Secure Network, provided that the appearance of such links and/or statements accompanying such links will be changed, as reasonably requested by Elsevier;
    - Print out copies of patient education handouts for the exclusive use of supplying to Client’s patients and/or Client’s appropriate medical information regarding the patients and/or Client’s disease/illness, prescription or over-the-counter drug purchases;
    - Allow Administrators to upload a procedure created by the Client; and
    - Allow Administrators to customize a procedure with text and/or images, solely to comply with Client’s institution-specific protocols and procedures.
  - b. Platform. Client may use the proprietary Elsevier learning management system (the “Platform”) to (i) access, utilize, manage, track, report and review the use of, progress in and scores from the Subscriptions assigned to and taken by the Authorized Users, and (ii) deliver Client’s self-created content and third party content.
- 4. Access.** Access to the Subscriptions shall be provided via the Platform (as defined herein). Client acknowledges and agrees that it shall bear sole responsibility and liability for installation of all system components required to access the Subscriptions, and all charges it incurs in accessing the Subscriptions (e.g., its own ISP fees). Elsevier shall ensure the Platform has adequate capacity and bandwidth to support use by the Client, at a level that conforms to generally recognized commercial standards and best practices.

- 5. Support.** Elsevier shall provide technical support and training to Client's designated technical contact, implementation assistance to Administrator(s), and system set up, maintenance, updates and backups with respect to the Subscriptions.
- 6. Quality of Service** Elsevier will use commercially reasonable efforts to provide Subscriptions with a quality of service to continuous service with an average of 98% up-time per year, with a 2% down-time excluding scheduled maintenance and repairs performed at a time to minimize inconvenience to Client and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.
- 7. Data Security.** Elsevier shall use commercially reasonable efforts to keep data supplied during the course of use of the Subscriptions and materials customized by Authorized Users protected against unauthorized access, loss, misuse, alteration or disclosure through the use of appropriate security measures that conform to generally recognized industry standards and best practices, based on the relevant data classification.
- 8. Authentication.** Access to the Subscriptions shall be authenticated by the use of Internet Protocol ("IP") address(es) indicated by Client, and/or usernames and passwords, and/or a delegated authentication mechanism requiring at least two different credentials.
- 9. Publicity.** The parties agree that the other party may use its name and associated marks for purposes of client/contractor references, advertising or promotional campaigns. The parties agree that the other party may issue a press release, or make a public announcement regarding this Schedule, subject to the other party's right to review and prior approval of the relevant portions of such release or announcement containing reference to its name or marks, which review and approval will not be unreasonably withheld or delayed.
- 10. Fees.** Client shall pay Elsevier the Fees set forth in Annex A. Client shall pay Elsevier in accordance with the payment terms set forth in the Master Agreement.
- 11. Term.** This Schedule will be effective as of December 31, 2020 and shall expire on December 30, 2025 ("Initial Term"). Thereafter, this Schedule may be renewed for successive terms, subject to appropriate adjustments to the Fees (each, a "Renewal Term" and together with the Initial Term, the "Term"), by mutually executing a written amendment. For clarity, if a Product in this Schedule is discontinued, Elsevier may terminate the discontinued Product by providing at least ninety (90) days prior written notice, along with a prorated refund of any prepaid license Fees for the discontinued Product.
- 12. Data Use.** During the term of this Schedule as well as following expiration or termination of this Schedule, Elsevier may use, copy, store, transmit and reformat aggregated, de-identified usage data it collects, accesses, or maintains in the course of providing the Subscriptions for Client to enhance, refine and/or aid in the development of Elsevier health market products including but not limited to current products and offerings.
- 13. Data Retention.** Following expiration or termination of this Schedule, Elsevier shall promptly destroy all identifiable data furnished by Client, or created as a result of Client's access and use of the Products unless (i) applicable law requires retention of such identifiable data or (ii) Elsevier receives a written request from Client for a copy of such identifiable data within thirty (30) days following such expiration or termination of this Schedule. For avoidance of doubt, in the event that such written request is not received by Elsevier within the thirty (30) day period, then Elsevier shall not be obligated to retain any identifiable data furnished by Client.
- 14. Restricted Information.** Client acknowledges and agrees that it will not supply Elsevier with any confidential, proprietary or regulated institutional/university data, including, but not limited to, financial information, trade secrets, privileged material or software, or any sensitive personal data, including, but not limited to, Social Security numbers, credit card numbers, bank account information, student grades, disciplinary information or other education records, salary or employee performance information, donations, patient health information or passwords.



**15. Additional Indemnities.** In addition to the Client indemnities provided for in the Master Agreement, Client shall indemnify, defend and hold harmless the Elsevier Covered Entities from and against any Losses arising from or out of any third party action or claim relating to Client's customization or alteration of any portion of the Subscriptions or courses or procedures.

**IN WITNESS WHEREOF**, the Parties have executed this Schedule by their respective, duly authorized representatives as of the date first above written.

**ELECTRONIC HEALTH LIBRARY OF BC  
(Client)**

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**Name:** Reba Ouimet

**Title:** Licensing Coordinator

**ELSEVIER INC.  
(Elsevier)**

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**Name:** Tim McGee

**Title:** vp, global sales operations

**Annex A to Schedule 3**  
**Products and Fees**

Subscriptions	31 Dec 2020	31 Dec 2021	31 Dec 2022	31 Dec 2023	31 Dec 2024
	- 30 Dec 2021 ("Year 1") Fees	- 30 Dec 2022 ("Year 2") Fees	- 30 Dec 2023 ("Year 3") Fees	- 30 Dec 2024 ("Year 4") Fees	- 30 Dec 2025 ("Year 5") Fees
Clinical Skills Plus					
Clinical Skills Pediatrics					
Clinical Skills Perioperative					
Clinical Skills Respiratory					
<b>TOTAL FEES:</b>					

<sup>1</sup>Fees for Year 1, Year 2, and Year 3 were previously invoiced under invoices R049789, R056894, and R064678, respectively.

The number of lessons within any Subscription may change over time as information is updated to reflect current practice, but in no event shall the such updates materially degrade the quantity or quality of the lessons included in the Subscription.

- Access & Usage.** Access to the Subscriptions shall be provided for an annual subscription fee, with unlimited access by Authorized Users.
- Valuation of Fees.** Fees are based on the Clinical Skills subscriptions and the maximum number of staffed beds 2,300.

No adjustments to the Fees will be made for any number less than the maximum. Client shall promptly notify Elsevier of any material changes in the number of staffed beds. Increases in the numbers above may result in Elsevier terminating this Schedule at the end of the year for which the Fees were paid, unless the parties are able to agree, via a written amendment, on (i) appropriate fee adjustments for any subsequent years of the term, and (ii) adding, withdrawing or substituting authentication mechanisms or Sites listed.

**Sites:**

Licensed Site – Name	Licensed Site – Address	Number of Staffed Beds
Bevan Village	33386 Bevan Avenue Abbotsford, V2S 5G6	115
Evergreen Baptist Campus of Care	1550 Oxford Street White Rock V4B 3R5	252
Evergreen Timbers Assisted Living	5464 203rd Street Langley V3A 0A4	58
George Derby Centre	7550 Cumberland St, Burnaby, BC V3N 4Z9	300
Good Samaritan Delta View Life Enrichment Centres	9341 Burns Drive Delta V4K 3N3	292
Hawthorne Care Centre	211 Hawthorne Ave., Port Coquitlam V3C 1W3	131
Lakeshore	657 Gatensbury Street Coquitlam V3J 5G9	56
Liberty & Freedom Place	7899 17th Avenue Burnaby V3N 1M1	20
Langley Lodge	5451 204 St, Langley, BC V3A 5M9	139
Maplewood Seniors Care Society	1919 Jackson St, Abbotsford, BC V2S 2Z8	78

Mayfair	33433 Marshall Rd, Abbotsford, BC V2S 1K8	84
Meno	32910 Brundige Avenue Abbotsford V2S 1N2	347
Normanna	7725 4 <sup>th</sup> Street Burnaby V3N 1M1	100
Suncrest Retirement Community	2567 King George Blvd, Surrey, BC V4P 0E9	71
Tabor Village	31944 Sunrise Crescent Abbotsford, V2S 1K8	118
Zion Park	5939 180th Street Surrey, V3S 4L2	99

Client shall promptly notify Elsevier of any increase in the number of sites or facilities. In the event that additional sites or facilities, other than those listed above, are added, the Fees shall be subject to an increase in the then applicable Fees in accordance with the "Fees" Section of this Schedule and Annex A, effective as of the date such additional sites or facilities were added, and payable in accordance with the payment terms set forth in the Master Agreement.