

## Licence Extension Agreement

This LICENCE EXTENSION AGREEMENT is between ACCESS COPYRIGHT, THE CANADIAN COPYRIGHT LICENSING AGENCY (“**Access Copyright**”) located at 800-1 Yonge Street, Toronto, Ontario, M5E 1E5, and \_\_\_\_\_ (the “**Institution**”) located at \_\_\_\_\_.

### WHEREAS:

- A. Access Copyright and the Institution entered into a blanket reprography licence agreement (the “Existing Agreement”), which terminates on August 31, 2010.
- B. Access Copyright filed the Access Copyright Post-Secondary Educational Institution Tariff, 2011-2013 (the “Proposed Tariff”) with the Copyright Board of Canada (the “Copyright Board”) on March 30, 2010, which once certified will permit the Institution to make reproductions of copyright-protected works.
- C. The Institution and Access Copyright wish to extend the Existing Agreement until December 31, 2010.

For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

- 1. Extension of Existing Agreement.** The parties hereby agree to extend the term of the Existing Agreement from September 1, 2010 to December 31, 2010. For greater certainty, the amount payable during the period September 1, 2010 to December 31, 2010 pursuant to clause 14(a) of the Existing Agreement shall be the FTE multiplied by \$1.13.
- 2. Acknowledgement.** The parties acknowledge and agree that: (i) the Existing Agreement as extended by this agreement to December 31, 2010 is merely to ensure that there will be no contractual void from September 1, 2010 until December 31, 2010; and (ii) this Agreement contains interim measures and is not a reflection or admission of the value or volume of uses that may become licensed under the Tariff.
- 3. Governing Law.** This Agreement and its construction will be governed by the laws of the Province of Ontario and the laws of Canada applicable herein.
- 4. Effectiveness; Date.** This Agreement will become effective when both parties have signed it. The date this agreement is signed by the second party to sign it (as indicated by the date associated with that party’s signature) will be deemed to be the date of this agreement.
- 5. Entire Agreement.** This is the entire agreement between the parties related to the subject matter hereof. There are no other terms or conditions other than as set out herein including any express or implied terms. The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the parties, and will constitute the entire agreement between them, concerning the subject matter of this Agreement. There are no other terms or conditions, whether express or implied, other than as set out herein. This Agreement may only be amended by a writing signed by both parties.

**IN WITNESS WHEREOF** the undersigned, on behalf of and authorized by Access Copyright and the Institution, have executed this Licence Extension Agreement.

**ACCESS COPYRIGHT, THE CANADIAN COPYRIGHT LICENSING**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

**THE INSTITUTION**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title: