IP PROXY SERVICE TERMS OF SERVICE

Statement of Intent

The Alberta Library (TAL) provides offsite database access via an IP Proxy Service hosted on TAL servers. This service is free to TAL Member Libraries who wish to rely on TAL for providing offsite database access to their users. TAL offers this service in order to enable libraries to empower their users by accessing licensed resources remotely.

This service ensures that TAL Member Libraries are able to provide equitable access to their user base which is in keeping with TAL's vision of "empowering Albertans through equitable access to library and information resources."

TAL also provides IP Proxy instances for First Nations Information Connection (FNIC) member institutions through a previously made arrangement with NEOS. For the purpose of this policy, NEOS will be held responsible for the FNIC IP Proxy instances in the same way TAL Member Libraries are responsible for their own IP Proxy instances.

Definitions

1. IP Proxy Service: A software solution that TAL provides that allows users to authenticate to licensed resources that allow for offsite access within their licensing agreement.

2. IP Proxy Instance: An instance of the IP Proxy Service set up by TAL to ensure that a TAL member library is able to provide offsite authentication for a licensed resource via an IP address set up for the sole purpose of providing offsite access for that institution.

3. Licensed resources: A resource that requires offsite access licensed by a TAL Member library either independently or through TAL's licensing program.

4. TAL Member Library: Any one of the member libraries or library systems that makes up TAL's membership.

Guidelines

Responsibilities of TAL

1. **IP Proxy Service.** TAL will provide offsite IP authentication at minimal or no cost to TAL Member Libraries. If discontinuing this service TAL will provide a minimum of 120 day's notice to participants.

2. **Hosting and Maintenance.** TAL will arrange for the hosting and maintenance for IP Proxy Instance for each of the TAL Member Libraries participating in TAL's IP Proxy Service TAL will also arrange for the URL, IP address and set up for any IP Proxy Instances.

3. **Database Configuration.** TAL Staff will add and remove any resources in a TAL Member Library's IP Proxy Instance upon request.

Responsibilities of TAL Member Libraries

1. **User Authentication.** TAL Member Libraries will provide TAL with the means to authenticate library users. It is the institution's responsibility to ensure that appropriate information is being shared with TAL for the purpose of user authentication.

2. **Access to IP Proxy Instances.** Each IP Proxy Instance managed by TAL is intended for the sole purpose of providing offsite database access for that TAL Member Library. It is the member library's responsibility to ensure that access is provided to library users in a way that conforms to the licensing agreements they have with licensed resource vendors.

3. **Resources.** It is the responsibility of the TAL Member Libraries to provide TAL with up to date information regarding resources they have licensed. If resource configuration in a member's IP Proxy instance becomes out of date, it is the member library's responsibility to notify TAL.

4. **IP Proxy Instance Configuration**. Should a TAL Member Library request server shell access to their instance, TAL is able to provide limited sftp/ssh access to their instance so they are able to edit their IP Proxy Instance configuration files manually. TAL Member Libraries with server shell access to their IP Proxy Instance configuration files are responsible for any changes they make.

5. **SSL Certificate.** TAL Member Libraries will be responsible for the purchase, set up and renewal of any SSL certificates used for their IP Proxy Instance.

General

1. **Liability and Indemnity.** TAL and its directors, officers and employees, will:

   a) not be liable to any TAL Member Libraries that choose to use IP Proxy instances hosted by TAL, for; and

   b) will be indemnified and held harmless by any TAL Member Libraries that choose to use IP Proxy instances hosted by TAL, from

   any losses, damages, actions, expenses, costs, fines, penalties, claims or demands, of any kind, related in any way to TAL's IP Proxy Service, now and in the future. Without restricting the generality of the foregoing, any issues relating to license agreements between TAL Member Libraries and resource providers are the sole responsibility of the TAL Member Libraries.

2. **Log Information.** TAL collects log files for each IP Proxy instance set up for TAL member libraries. These log files are set up for the purpose of collecting statistics and troubleshooting. No specific personal information, such as usernames or email addresses, is collected in these logs. The logs may contain the IP addresses of devices being used to access the IP Proxy Service.

   Should a TAL Member Library request it, that TAL Member Library could have their IP Proxy service configured to collect more detailed log information such as personal information.

   The TAL Member Library is responsible for ensuring that any log information associated with their IP Proxy Instance is collected, used and retained in compliance with the rules of any applicable privacy legislation and that the TAL Member Library's users receive any notification required by privacy legislation including of the type of personal information collected and the purpose for which the information is being collected.

3. **Agreement.** Any TAL member library that uses IP Proxy instances hosted by TAL does, and is deemed to, accept and agree to these Terms of Service.

Approved: October 21, 2016
Revised:
Reviewed: