

## IP PROXY SERVICE TERMS OF SERVICE POLICY

This policy is to be read in conjunction with the IP Proxy Service Terms of Service Procedures.

### 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 choose to rely on TAL for this service. TAL provides this service to enable libraries to provide remote access to licensed resources.

This service supports TAL's vision of "empowering Albertans through equitable access to library and information resources." by ensuring that TAL Members can provide equitable access to their users regardless of location.

TAL also provides IP Proxy instances for First Nations Information Connection (FNIC) member institutions through an arrangement with NEOS. For the purpose of this policy, NEOS will be 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.

### Policy

1. **Liability and Indemnity.** TAL and its directors, officers and employees, will:
  - a) not be liable to any TAL Member that chooses to use IP Proxy instances hosted by TAL, for; and
  - b) will be indemnified and held harmless by any TAL Member that chooses 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 Members and resource providers are the sole responsibility of the TAL Member.

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

If a TAL Member requests it, their IP Proxy service can be configured to collect more detailed log information such as personal information.

The TAL Member 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's users receive 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 that uses IP Proxy instances hosted by TAL does, and is deemed to, accept and agree to this Terms of Service Policy.

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Date

Institutional Authorising Signature

Name of Institution: \_\_\_\_\_

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Date

TAL Authorising Signature

*Policy Approved: May 28, 2021 by the TAL Board of Directors*