

June 6, 2013

Ms. Roanie Levy
Access Copyright
The Canadian Copyright Licensing Agency
One Yonge Street, Suite 800
Toronto, ON M5E 1E5

Dear Ms. Levy:

Pursuant to section 2 of the License Agreement between the University of Toronto and Access Copyright, I am writing to give notice that the University of Toronto does not wish to extend the current License Agreement.

The University of Toronto is prepared in the coming months to engage in negotiations with Access Copyright to see if the parties can agree on appropriate renewal terms. The University's position in such negotiations would be to seek a substantially reduced royalty rate.

Since the current License Agreement was entered into, the pace of change in the copyright environment has accelerated. The passage of the *Copyright Modernization Act*, the Supreme Court of Canada's 2012 copyright rulings, technological change, changes in the scholarly publishing world, and the broadening reach of open access initiatives (among other developments) have all combined to produce circumstances that support reductions to the royalty rate.

Features of the License Agreement may have benefited students and faculty, among them the inclusion of what previously were separately calculated course pack royalties in one comprehensive fee, and the ability the License gives to instructors to be confident that a wide range of teaching and learning material is available quickly and efficiently without separate permissions clearances. However, if there is to be a renewal of the License there needs to be a clear, demonstrated value to the University over the course of the renewal term – a value that takes into account and gives credit for the expansive interpretation of fair dealing endorsed by the Supreme Court, as well as the amendments to the legislation and other factors.

As I am sure you will understand, the University also continues to explore all its options, including alternative approaches that would involve utilizing other licenses, fair dealing and legislative authorizations to provide comprehensive availability of relevant material for the University's teaching and learning activities.

The University of Toronto therefore proposes that you join with it, and Western University if it also wishes to do so, in negotiations to see if a new License Agreement, to be effective January 1, 2014, can be agreed upon. Please advise by July 19 as to whether Access Copyright is willing to enter into negotiations.

Yours very truly,



Cheryl Misak
Vice-President and Provost

CC: David Naylor, President, University of Toronto
Janice Deakin, Provost & Vice-President (Academic), Western University