

# LICENSE AGREEMENT

## *Web Course Access*

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the West Virginia University Board of Governors on behalf of West Virginia University ("Licensor"), and \_\_\_\_\_ ("Licensee").

### RECITALS

Licensor owns the copyright, title, trademarks and all other related rights in and to the web-based course information and materials further described in Appendix A attached hereto (the "Material"). Licensee desires to obtain from Licensor, and Licensor is willing to grant License, a license to access the Material for purposes of using the same in connection with its own courses, pursuant to the terms and conditions set forth herein. Now, therefore, in consideration of the promises, conditions, covenants and warranties herein contained, the parties agree as follows:

### 1. Grant of License

Licensor hereby grants to Licensee a non-exclusive, non-transferable limited license to access and use the Material, solely in connection with its own courses. Any and all other uses of the Material by Licensee require, in advance, the permission of, or a separate license from, Licensor. Licensee shall only access and use the Material during the Term (as defined below) or earlier termination of this Agreement. The access and use of the Material hereunder shall be restricted to the Licensee, and Licensee shall not otherwise license, authorize or permit the access and use of the Material by any other person or organization. Licensor reserves unto itself any and all of its rights of every kind and nature, except those specifically granted to Licensee herein.

### 2. Access to, and Use of, Material

Licensee's access to, and use of, the Material shall be subject to the following:

- (a) The Material shall be stored on the Licensor's course management system (i.e. WebCT) at least until the end of the Term, or earlier termination of this Agreement.
- (b) The Licensor's course management system shall provide a password-protected environment, so that the Material can only be accessed via authentication by officially enrolled students and designated faculty teaching the courses.
- (c) Neither Licensee, nor any of its employees, faculty or students, shall alter in any way the content of the Material, without the prior written approval of Licensor; Licensee may, however, selectively utilize only the units of interest to Licensee.
- (d) Neither Licensee, nor any of its employees, faculty or students, shall make copies or otherwise reproduce the Material, without the prior written approval of Licensor.

- (e) Licensee shall not use, in any way, shape or form, the Licensor's name, logo or other such designation proprietary to it, or any derivation thereof, without the prior written approval of the Licensor.
- (f) Licensee shall provide a class roster, conforming with the requirements of Licensor's course management system administrator, to Licensor, no less than two (2) weeks prior to the beginning of any term in which a course using Material will be offered by Licensee.
- (g) Licensor shall not be responsible for providing technical support beyond creating the Material and enrolling users based on the information provided by Licensee.
- (h) Licensee shall be given two (2) weeks after the end of each course using Material to retrieve student information therefrom, at the end of which time, each such course shall be made inactive and removed from the server.
- (i) Throughout the Term, Licensee shall take all reasonable steps to ensure the preservation of the integrity of the Material, in whole or in part, and shall be responsible for establishing, monitoring and enforcing controls for the proper use of the Material, including, but not limited to: (i) adopting and effectively disseminating policies and procedures regarding the proper use of the Material, (ii) providing instruction to all of its employees and other agents on the proper use of the Material, and (iii) investigating all known infringements and taking appropriate actions in connection therewith.

### **3. Representations and Warranties**

Licensor hereby represents and warrants that it has full power and authority to enter into this Agreement and to grant the rights granted hereunder. Licensor also represents and warrants that, to its knowledge, the Material does not, and will not, infringe upon the copyright or any other right of any person or organization. Except as stated herein, Licensor disclaims any and all representations and warranties regarding the Material, or any part thereof, including, without limitation, any and all warranties, whether express or implied, of quality, performance, compatibility, merchantability or fitness for a particular purpose. Except as stated herein, Licensee hereby assumes any and all risk, of whatever kind or nature, associated with its access to and use of the Material.

### **4. Payment of License Fees**

In consideration for the access to, and use of, the Material in accordance with the provisions of this Agreement, Licensee shall pay to the Licensor the full license fee in the total sum of \_\_\_\_\_ (\$ \_\_\_\_\_), concurrently with the execution and delivery of this Agreement.

### **5. Term and Termination.**

- A. The term of this Agreement (the "Term") shall be \_\_\_\_\_ ( ) years from the date hereof, unless terminated earlier pursuant to this Section 5.
- B. This Agreement shall automatically terminate, without any notice or other obligation on the part of Licensor, upon any breach by Licensee of the terms and conditions set forth in this Agreement.
- C. This Agreement shall be subject to termination, at the sole discretion of Licensor, with thirty (30) days written notice to Licensee.

**6. Miscellaneous**

The written provisions contained in this Agreement constitute the sole and entire agreement made between the Licensor and Licensee concerning this Material, and any amendments to this Agreement shall not be valid unless made in writing and signed by both parties. No condition, covenant, duty or obligation contained in this Agreement can be waived, except by written agreement signed by both parties. Forbearance or indulgence in any form or manner by either party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. The Licensee shall not sell, assign, transfer, lease, sub-license or otherwise convey any of its rights, or delegate any of its obligations, under this Agreement, without the prior written consent of the Licensor. This Agreement shall be construed and interpreted according to the laws of the State of West Virginia and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Licensor and to the Licensee shall include their heirs, successors, assigns, and personal representatives.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date first written above.

LICENSEE

LICENSOR

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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## West Virginia University Courses for Proposed License or Distribution

Course		License + Fee	Student fee only option (one term)	Dates of term you will use
ENGL 101	Composition and Rhetoric	\$750 + \$22/student	\$40/student	
ENGL 102	Composition and Rhetoric	\$750 + \$22/student	\$40/student	
ENGL 201	Advanced Composition	\$750 + \$22/student	\$40/student	
ENGL 202	Business and Professional Writing	\$750 + \$22/student	\$40/student	
ENGL 302	Editing	\$750 + \$22/student	\$40/student	
ENGL 305	Scientific and Technical Writing	\$750 + \$22/student	\$40/student	
GEO 101	Planet Earth	\$750 + \$22/student	\$40/student	
HIST 250	West Virginia History	\$750 + \$22/student	\$40/student	
JRL 101	Intro to Mass Communication	\$750 + \$22/student	\$40/student	
NBAN 205	Introduction to Human Anatomy	\$750 + \$22/student	\$40/student	
PSYC 101	Introduction to Psychology	\$750 + \$22/student	\$40/student	