MONTANA STATE REFERENCE NETWORK EDUCATIONAL USE AGREEMENT

This Montana State Reference Network Educational Use Agreement (the "Agreement") is entered into by and between the State of Montana, <u>Montana State Library</u>, (MSL), whose address is <u>1201 11th Ave., Helena, MT 59901</u> and <u>[Name of Educational</u> <u>User/Organization]</u>, (User), whose address is <u>[User/Org. Address]</u>.

RECITALS

- A. <u>Administrative Rule 10.102.7002</u> provides a framework to define "Educational Use,"
 - "Educational use" means any use directly related to learning, teaching, training, research, and development that is part of the instructional functions performed by a qualified educational institution and, in the case of students, uses related to learning, training, research or development. "Educational use" does not include commercial, professional, or any other for-profit purposes.
 - 2. "Educational use agreement" is a document between the Montana State Library and a faculty member of a Montana K-12 school, college, or university that documents the project, number of logins required, and period required to complete the project.
- B. Based on the definition, this document establishes purpose, roles and responsibilities of both parties as below:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. EDUCATIONAL USE

- 1.1 This Educational Use subscription shall be used exclusively in connection with non-commercial research and educational activities conducted by academic institutions. Research efforts sponsored by or conducted on behalf of commercial entities do not qualify for Educational Use.
- 1.2 User shall develop and share with the MTSRN Coordinator a proposal of the intended educational use of the MTSRN, including the intended audience, the size and duration of the course or lab, the extent to which the MTSRN will be used and/or discussed,
- 1.3 MSL will provide Contributor with MTSRN subscriber login(s) according to section 3. Access will be maintained as required by the proposal, provided that the user demonstrates that the use is in compliance with Section 2.1.

2 CONSIDERATION/PAYMENT

- 2.1 <u>Payment Schedule.</u> In Consideration of Section 1, Educational Use, MSL shall waive costs to the Educational User for Login/Subscription Costs for the MTSRN
- 2.2 <u>Subscription Terms.</u> Educational Users hereby agree to and shall abide by the MTSRN Subscription Terms and Conditions.

3 OTHER PROVISIONS:

- 3.1 Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of the MSL, the subscriber, or their officials, employees, agents, or representatives, to any party not a signatory to this Agreement.
- 3.2Each party and its counsel (if the party so desires) has reviewed and revised this Agreement.
- 3.3 This Agreement may be amended only by an instrument in writing, duly executed by both parties.
- 3.4 This Agreement shall be governed and construed in accordance with the laws of the State of Montana. The parties agree that any litigation concerning this bid, proposal, or this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.
- 3.5 Either party may amend, revise, or terminate this agreement with a minimum 90 days written notice.
- 3.6 Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Agreement, unless the parties mutually agree that the obligation is excused because of the condition.

4 EXECUTION

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date last written below.

STATE OF MONTANA Montana State Library 1201 11 th Avenue Helena, MT 59601	(INSERT Organization NAME) (Insert Address) (Insert City, State, Zip) FEDERAL ID #
BY:(Name/Title)	BY:(Name/Title)
(Signature)	(Signature)
DATE:	DATE: