

LICENSE AGREEMENT FOR USE OF DALLAS COURSEWARE PRODUCTS

1. PURPOSE

The purpose of this Master Agreement is to provide for the terms and conditions under which the Dallas County Community College District (DCCCD) may grant a license to use multiple-media educational courseware as listed on the Use Agreement (referred to herein as the "Courseware").

2. USE AGREEMENT

Prior to any use of the Courseware, Licensee shall execute a Use Agreement which provides specific terms and conditions for use of the Courseware. Any subsequent Use Agreements are incorporated by reference in this Master Agreement. These rights do not extend to any other organization or user who has not contracted by license for use of copyrighted materials from the DCCCD.

3. PAYMENT SCHEDULE

All bills are due and payable upon receipt of invoice.

4. ENROLLMENT STATEMENT

DCCCD will send to Licensee for completion an official statement of enrollments when required by a license agreement from all institutions within the jurisdiction of Licensee or participating with Licensee in offering the Courseware. Enrollments shall be submitted to DCCCD within twenty days after the beginning of each term covered by the contract period reporting certified enrollment count.

5. COPYRIGHT

DCCCD shall retain and have the full benefit of its copyright to Courseware programs, ancillary materials and Study Guides. Licensee shall in no manner disparage or challenge, or permit another to disparage or challenge, DCCCD's copyright. Licensee shall in no manner commercially exploit Courseware. Licensee agrees to display DCCCD's opening and closing credits and copyright statements for all courseware use and each time any program is televised or otherwise exhibited.

6. DUPLICATION AND USE OF COURSEWARE

Except as may be specified in a Use Agreement, no duplications, copy, recording, re-recording nor any other type of reproduction of Courseware content or programs or DCCCD Study Guides shall be permitted by Licensee (see Appendix for license rights). Unless special written agreements are made, no original Courseware nor copies of the original Courseware may be used for other purposes outside of current contractual arrangements with DCCCD.

7. SEQUENCE AND FREQUENCY OF USE

Licensee may arrange individual programs in any sequence within the Courseware. Licensee shall have use of the Courseware as provided herein for the duration of the time period stated in a Use Agreement and any amendments to this Agreement thereto.

8. EDITING

Courseware content or programs may not be modified, edited, added to, reformatted for digital or any other platforms, or otherwise altered by or for Licensee without the prior written consent of DCCCD. Licensee may exhibit portions of Courseware program or programs solely to publicize the subsequent exhibition of the entire series of the Courseware as herein described.

9. DISTRIBUTION OF COURSEWARE

DCCCD will furnish for a first-time agreement the Courseware at the prevailing costs. Title to said Courseware shall remain in Licensee; title to the Courseware content and programs shall remain in DCCCD. All technical problems with the Courseware must be reported within three (3) months from beginning of a first-time use of a DCCCD Courseware product.

- a. DCCCD will ship Courseware to Licensee via motor express unless otherwise specified by Licensee. Licensee will pay costs for the formats ordered, all shipping and handling costs. If the Courseware format becomes worn or damaged so that a replacement is needed, Licensee may request the replacement through DCCCD. Licensee will pay for replacement and shipping costs. Shipping from DCCCD to Licensee will be via motor express unless otherwise specified by Licensee.
- b. Access to web-based Courseware will be delivered to client after license is signed.

10. COURSEWARE STUDY GUIDE

For information on the ordering of Study Guides, contact Dallas TeleLearning. Translation or reproduction of any part of the Study Guides beyond that permitted by Sections 107 and 108 of the United States Copyright Act without the permission of the copyright owner(s) is unlawful. To request permission, contact Dallas TeleLearning.

11. COURSEWARE FACULTY GUIDES

DCCCD will provide for a first-time agreement one complimentary Faculty Guide to Licensee per institution covered by this contract. This guide will give instructions and ideas about ways to administer the Courseware effectively. Additional copies of Faculty Guides may be purchased by Licensee. DCCCD will provide a new complimentary Courseware Faculty Guide only in the event a new and revised edition of the textbook is published.

12. CONSULTANT

- a. During first-time agreement DCCCD will provide the services of an experienced, professional Courseware consultant for a telephone consultation. DCCCD will provide a Courseware manager for one on-site consultation if Licensee will pay travel expenses for the DCCCD course consultant. In the case of a multi-campus district or a consortium of colleges, the Licensee shall select a single home campus for the consultation. Every effort will be made to meet the Licensee's choice of dates; however, dates must be acceptable to DCCCD and to the consultant.
- b. DCCCD will not pay the cost of a consultant visit with second and succeeding uses of the Courseware. Additional consultant visits by the consultant may be arranged at the Licensee's expense.

13. CANCELLATION

- a. For a first-time use of DCCCD Courseware product, Licensee may cancel within 15 days after the start of the academic term by payment of a 20% penalty of full contract amount. In the event of cancellation, DCCCD assumes no responsibility for purchase of videotapes or other media products which may have been acquired by Licensee.
- b. If the Courseware class is canceled during a second or succeeding semester, an institution will not be billed for the lease fee if the DCCCD enrollment statement is returned and marked "Class Canceled." In the event of cancellation, DCCCD assumes no responsibility for purchase of videotapes or other media products; which may have been acquired by Licensee.

14. SUBSEQUENT SEMESTERS USAGE

Licensee may maintain a copy of the Courseware without erasing or using in any way for a period of up to one year from the conclusion of a Use Agreement if Licensee anticipates another Agreement for using this Courseware. Any time after the first semester's use that the Licensee offers this Courseware from the same media as specified in this Agreement, Licensee will pay DCCCD for a second semester's use and subsequent uses.

15. ERASURE

Licensee agrees to furnish an affidavit assuring DCCCD that each and every copy of any Courseware program in its possession or under its control, directly or indirectly, has been completely erased by Licensee at the expiration of that Courseware's Use Agreement, unless another written Agreement to hold or use that Courseware is in effect.

16. REVISION OF COURSEWARE

At times it deems appropriate, DCCCD may update and revise the Courseware. Licensee shall pay dubbing and shipping fees when video-based programs are replaced or altered because of copyright clearance or improved or updated material. Licensee shall receive complimentary software revisions and updates for three (3) years from date of this contract for web-based Courseware. DCCCD will inform Licensee as soon as possible about such changes.

17. LEGAL REMEDIES

Any dispute arising under this Agreement shall be decided in accord with Texas law. Licensee waives any right to contest the jurisdiction of a Texas court on the ground of non-residency of Licensee in the State of Texas. Notwithstanding the above, DCCCD may bring an action in any competent court to enforce this Agreement. In any action at law or in equity wherein DCCCD obtains equitable or legal relief from Licensee because of Licensee's violation of the express or necessarily implied terms of the Agreement, DCCCD shall additionally be entitled to recover reasonable attorney's fees. This Agreement is performable in Dallas, Dallas County, Texas.

APPENDIX

Rights Available for Dallas Courseware

A. BROADCAST RIGHTS

1. BROADCAST PRIVILEGES AND RESPONSIBILITIES

Each course video program may be used for televised purposes by means of transmission via any single VHF, UHF, ITFS or CATV television station utilized by Licensee. These broadcast rights/privileges are restricted to local transmission only and are not available for national distribution without prior written consent from the DCCCD. Licensee is responsible for all arrangements, contracts and costs for the broadcasting of course videos on any CATV, ITFS, VHF or UHF television station.

2. NO PARTIAL COURSE

This use provides licensure only for a complete course. No segment of the course may be used or incorporated in any other recorded or live program, presentation or lesson without prior specific written permission from DCCCD.

B. NON-BROADCAST RIGHTS

1. NON-BROADCAST PRIVILEGES AND RESPONSIBILITIES

Each course program may be used for college-credit instructional purposes. This course may NOT be transmitted on any VHF, UHF, ITFS or CATV television station. Any such arrangements will require a separate agreement between the DCCCD and the Licensee.

Licensee may dub videotape cassettes from licensed courses for its learning center(s) within the immediate geographic area of the Licensee's central office and may dub videotape cassettes in numbers appropriate to service students taking any given course in a "College-By-Cassette" manner. Licensee must furnish DCCCD with the number and the locations of learning centers in which videocassette copies are located if asked to do so. There are no broadcast privileges for these videotape cassettes. The videotape cassettes must not be used except during a term in which the course is being licensed under the terms of a Use Agreement or another written Agreement between Licensee and DCCCD. Licensee must erase these additional videotape cassettes when the course is erased.

2. NO PARTIAL COURSE

This Agreement provides licensure only for a complete course. No segment of the course may be used or incorporated in any other recorded or live program, presentation or lesson without prior specific written permission from DCCCD.

C. ALTERNATE DELIVERY

1. WEB-BASED COURSEWARE

Courseware designed for delivery via the Internet may be offered to course students only. With a course license, course materials may be accessed by students through the Licensee's Learning Management System or through the course URL directly.

2. PORTABLE DIGITAL STORAGE COURSEWARE (DVD, CD-ROM, DVD-ROM)

Courseware delivered via portable digital storage on DVD, CD-ROM and DVD-ROM may be offered to course students only. With a course license, course materials in these formats may be duplicated and distributed to course students during the term of the license.

2. NO PARTIAL COURSEWARE

This Agreement provides licensure only for complete Courseware. No segment of the Courseware may be used or incorporated in any other recorded or live program, presentation or lesson, or other web-based course or program without prior specific written permission from DCCCD

D. AUDIOVISUAL CLASSROOM RIGHTS BROADCAST PRIVILEGES AND RESPONSIBILITIES

Use of video shall be limited to individual playback machine or closed-circuit television systems contained within the confines of buildings normally utilized by Licensee for instructional purposes. Further, Licensee shall not charge a viewing fee or otherwise use in a commercial manner. There are no duplication rights under these terms of use. Use shall be limited to review and classroom uses only with no more than 50% of the programs of any one series shown in any one classroom. The course program(s) may NOT be broadcast on any VHF, UHF, ITFS or CATV broadcasting system.

Other broadcasts, uses and duplications will require a different Use Agreement.

E. AUDIOVISUAL ONLINE RIGHTS

Use of videos may be available as supplemental online course materials. The number of video programs available for this license is limited based on the total number of videos in the series. Six videos may be licensed when series includes more than 16 video lessons. Three videos may be licensed when series includes less than 16 video lessons. Videos must be available to course students in their entirety and accessed via videostreaming under password protection.