



National Consortium for Health Science Education

Instructional Supplements Site License Agreement

By signature and payment in full for electronic access to the National Consortium for Health Science Education’s Instructional Supplements, “Subscriber” agrees to be bound by the terms and conditions set forth in the “Site License” a copy of which is attached hereto. Subscriber further agrees to comply with the requirements set forth herein and the decisions of the National Consortium for Health Science Education (“NCHSE”). This Site License Agreement (the “Site License Agreement”; the Site License Agreement and the Site License shall be referred to hereafter as the “Agreement”) represents the entire agreement between NCHSE and Subscriber concerning the subject matter hereof. Any amendment to this Agreement must be in writing signed by both an authorized signatory for NCHSE and the Subscriber. The rights of NCHSE under this agreement shall not be deemed waived except as specifically stated in writing and signed by an authorized signatory for NCHSE.

Any NCHSE single user product is intended for a single teacher user. If the product is used by more than one teacher, a site license must be purchased for each Health Science teacher at the site. The site license includes one master CD per teacher. Print copies of the supplements may be ordered at an additional cost.

The site license order must be made in one complete order and paid for with one agency check or credit card. Supplement CDs will be shipped via UPS ground to the agency site license signatory.

If any term of this Agreement is declared invalid or unenforceable, the remainder of the agreement should continue in full force and effect. This Agreement shall be binding upon all successors and permitted assigns of the Subscriber.

Subscription Agency Name & Address:

On behalf of my Agency/District/Organization, I accept the terms noted above.

Printed name of authorized signatory: _____

Signature: _____

Title: _____ Date: _____

Email address: _____

NCHSE Site License

The following describes the terms of the site license under which the National Consortium for Health Science Education (hereafter “NCHSE”) grants the use of its Health Science Instructional Supplements. In the following, “Supplements” will be used to indicate any one of the NCHSE Health Science Instructional Supplements for which site licensing is offered.

1. License

NCHSE grants the Subscriber a non-transferable, revocable license for classroom use of the complete collection of material published in the Supplements, including but not limited to content outlines, resources, lesson plans, instructional activities, and assessment keys.

This license is subject to: (1) the terms and conditions of this NCHSE Site License (this “License”), (2) the completion by Subscriber of the Site License Agreement, and (3) the payment of subscription fees as established by NCHSE. An authorized signature to the Site License Agreement indicates that the Subscriber has accepted the terms of this License and the Agreement.

2. Scope of Access

A site is considered to be all local entities under one fiscal agent. Access is granted to the Health Science faculty and other authorized users of the Subscriber agency for the purposes of education. The limit on the number of users from the Subscriber agency is . The Subscriber is responsible for undertaking reasonable measures to prevent access by unauthorized users and is responsible for terminating any unauthorized access of which it has actual knowledge or notice. Subscriber hereby agrees to provide prompt written notice to NCHSE upon obtaining knowledge or notice of any unauthorized use or any breach or violation by Subscriber of this Agreement.

At the start of each school year, the site license may be amended to add users based on the addition of HSE teachers at the site. The cost for each additional user will be prorated based on current product pricing.

The Site License Agreement and this License do NOT permit the use of the Supplements outside of the fiscal agent’s organization. If NCHSE at any time determines that the number of users claimed by the Subscriber is being exceeded, it may terminate this Agreement immediately by notice to the Subscriber pursuant to paragraph 6 below.

The Supplements may be used solely on secured network servers (with user identity authentication at each login) or local computers (1) at the Subscriber agency’s authorized sites and (2) on portable and home computers of authorized users, providing that they will always have the necessary control over materials in order to respect the terms, conditions, and restrictions set forth in this agreement. Each individual must remove the Supplements from portable and home computers when their affiliation with the Subscriber agency ends or this Agreement is otherwise terminated pursuant to the terms hereof.

3. Inappropriate Use of the Supplements

The Subscriber will not be held responsible for unauthorized use of the Supplements provided (1) such use is without the express or implied consent of the Subscriber, (2) the Subscriber promptly notifies NCHSE of such use of which it becomes aware, and (3) the Subscriber takes all reasonable steps to terminate such activity promptly. The Subscriber agrees to cooperate with NCHSE in any investigation of such infringements or unauthorized users, provided that NCHSE will not bring any action against any authorized user without first consulting the Subscriber. Repeated usage violation within the subscriber agency will be deemed a material breach of this agreement and grounds for termination of the Subscriber's right to access the Supplements.

The Subscriber may not use the Supplements for any commercial purposes, including but not limited to sale of the Supplements or reproduction or distribution of the Supplements in any form. Subscriber agrees to abide by all applicable laws in the use and access of the Supplements.

4. Copyright

The licensed Supplements are owned by NCHSE and are protected by federal copyright and trademark laws. The Subscriber acknowledges that its use of or access to the Supplements does not confer on it any ownership rights or proprietary interest therein. Unauthorized copying of any portion of the Supplements is expressly forbidden.

5. Disclaimers

NCHSE does not warrant that the Supplements will be accessible in any particular software/hardware environment. NCHSE does not warrant the accuracy or completeness of any information contained in the Supplements or its merchantability or fitness for a particular purpose. NCHSE will have no liability to any person for any loss or damage arising out of the use of, or inability to use, the Supplements. NCHSE assumes no responsibility for the timeliness, deletion, mis-delivery or failure of any of the Supplements. NCHSE hereby disclaims all warranties of any kind, whether express or implied, including, but not limited to warranties concerning the installation, use or performance of the Supplements and the implied warranties of merchantability, fitness for a particular purpose and non-infringement, quiet enjoyment, title, merchantability of computer programs and informational content. NCHSE does not warrant that the Supplements will be uninterrupted, timely, secure, error or virus free; nor does NCHSE make any warranty as to the results that may be obtained from the use of the Supplements or as to the accuracy or reliability of any information obtained through the Supplements. Subscriber understands and agrees that any material and/or data downloaded or otherwise obtained through the use of the Supplements is done at its own discretion and risk and that it will be solely responsible for any damage to a computer system or loss of data that results from the download of such material and/or data. No advice or information, whether oral or written, obtained by Subscriber through the Supplements shall create any warranty not expressly made herein.

The subscriber may not assign or transfer its rights under this agreement.

The terms of this agreement do not entitle the user to receive any support and/or services from NCHSE except as expressly provided herein.

Subscriber shall indemnify, defend, and hold NCHSE, its successors and assigns and their respective officers, employees, and agents harmless from and against any costs, damages, or other expenses (including reasonable attorney's fees) arising out of any third party claim arising from Subscriber's use of the Supplements that is not in accordance with the terms and conditions of this Agreement.

6. Termination

NCHSE may terminate this Agreement for substantial or material breach by providing the Subscriber with written notice in paper or electronic form. No refund will be provided upon such termination. In addition, it is understood and agreed that NCSHE may at some time in the future undertake a significant revision of the Supplements. Revised Supplements will not be effective under this Agreement. A new site license must be purchased and agreed to for revised Supplements. Should minimal Supplemental revisions be carried out, electronic files will be made available and this agreement will remain in effect. NCHSE may terminate this Agreement without cause at any time on thirty (30) days prior written notice to the Subscriber.

7. Conditions Governing the Agreement

If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, that will in no way invalidate any other provision hereof, provided that in such event either party may terminate this Agreement by paper or electronic notice without any refund to the Subscriber. This Agreement constitutes the entire agreement of the parties with respect to the Supplements and may be amended only by a written instrument created for that purpose and signed by both parties.

NCHSE reserves the right to communicate with the Subscriber, including electronic mail, for the purposes of informing the Subscriber of changes or additions to the Supplements.

As soon as the Subscriber returns the signed (by hand or electronically) Site License Agreement, NCHSE will send the Supplements to the Subscriber agency for distribution to the site locations.