

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into as of this 24th day of April, 2014 by and between Virginia Polytechnic Institute and State University ("Virginia Tech") and James Madison University.

WHEREAS, Virginia Tech has entered into a system-wide Education Site License Agreement (Agreement No. 2013MSL6040) with Environmental Systems Research Institute, Inc. ("ESRI") whereby Virginia Tech, James Madison University, and other two- and four-year institutions are granted a license to use certain ESRI-owned products and to obtain maintenance; and

WHEREAS, Virginia Tech is acting as "Lead Institution" with respect to Agreement No. 2013MSL6040, and James Madison University is considered a "Licensee."

NOW, THEREFORE, the parties hereto agree as follows:

Subject to the terms and conditions stipulated in Agreement No. 2013MSL6040 between Virginia Tech and ESRI, Virginia Tech, in its capacity as the "Lead Institution," and in consideration of the grant of the discount on standard license and technical support fees, agrees to do the following with respect to James Madison University:

- a) Except for the two-year institutions set out in Appendix D of Agreement No. 2013MSL6040, Virginia Tech shall provide a primary site license administrator between James Madison University and ESRI through which Virginia Tech will manage the contract administration and collect and remit all fees associated with the payment of the ESRI Education Site License Agreement. Renewal and flat-rate contract management fees are based on student enrollments. Renewal estimates will be provided prior to April 1 each year.

James Madison University has received a copy of Agreement No. 2013MSL6040, including (1) Education Site License Agreement E145, (2) Exhibit 1, Scope of Use, E300 and (3) General License Terms and Conditions, E204M. James Madison University further acknowledges the terms and conditions of Agreement No. 2013MSL6040, applicable to being a Licensee and shall abide by said terms and conditions, including, but not limited to:

- a) Appoint, at James Madison University, a primary point of contact to report to the Virginia Tech primary site license administrator.
- b) Inform all authorized users that the use of the Education Programs is subject to the terms and conditions of Agreement No. 2013MSL6040, including (1) Education Site License Agreement E145, (2) Exhibit 1, Scope of Use, E300 and (3) General License Terms and Conditions, E204M.

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- c) Appoint, at James Madison University, one (1) technically responsive GIS Specialist whose qualifications are acceptable to ESRI for support of all on-campus GIS Software.
- d) Where appropriate, encourage the use of GIS to all departments within James Madison University
- e) Make best efforts to maintain a high level of expertise in the use of the software among faculty, students, and staff by offering courses, encouraging attendance at the annual ESRI User Conference, and making use of educational courses offered by ESRI, as appropriate.
- f) Implement reasonable processes to ensure that students remove Educational Programs from their personal computers after use.

James Madison University acknowledges the terms and conditions of Agreement No. 2013MSL6040 applicable to being a "Licensee" and agrees to abide by said terms and conditions.

The license fee for James Madison University will be as follows:

July 1, 2014 – June 30, 2015 = \$6926 (billed by Virginia Tech, upon receipt of MOU)

Terms and Termination

The Term of this Memorandum of Understanding is one (1) year from July 1, 2014. Thereafter, on an annual basis, the Memorandum of Understanding will automatically renew on April 1st (for the subsequent period, July 1 through June 30). Rescission of the automatic renewal of the Memorandum of Understanding is considered effective with Virginia Tech's receipt of written notice no less than ninety (90) days prior to July 1st. Renewal fees are to be remitted to Virginia Tech no later than thirty (30) days after your receipt of the original invoice.

In witness whereof, the parties have executed this Memorandum of Understanding:

Signature: *Patricia K. Branscome* Date: 4/24/14

Patricia K. Branscome
 Director, Information Technology Contract Management
 Virginia Tech

Signature: *Mary W. Helmick* Date: 4/24/14

Printed Name and Title: Mary W. Helmick
 James Madison University Director of Purchasing