

McGraw-Hill Professional Institutional License Agreement Addendum

This Amendment entered into as of July 1, 2016 (the “Effective Date”) amends and expands on the terms and conditions of the McGraw-Hill Professional Institutional License Agreement pursuant to which enter institution/consortia name may use the Subscribed Materials as defined in the Institutional License Agreement.

This amendment to the McGraw-Hill Professional Institutional License Agreement is made between McGraw-Hill Education, with offices at 2 Penn Plaza, 9th Floor, New York, NY 10121 (“MH”), and enter institution/consortia name, whose principle office is located at enter address here (“Licensee”).

This amendment amends and expands on sections 1 (“Definitions”) and 2 (“Authorized Use of Subscribed Materials and Restrictions”) of the McGraw-Hill Professional Institutional License Agreement. It is agreed as follows:

Definitions:

Commercial Use

Use of the Subscribed Materials for the purposes of monetary reward by means of sale, resale, loan, transfer, hire, or other form of commerce. For the avoidance of doubt, neither recovery of direct costs exclusive of the Fee by any Member from Authorized Users, nor use by the Licensee or Authorized Users of the Subscribed Materials in the course of research funded by a commercial organization, nor the payment of a fee by a person in order to be registered with the Member, is deemed to constitute Commercial Use.

Member

Each member of the Consortium, as referenced in the “ConCan Participants Doc” referred to in Exhibit A of the Institutional License Agreement.

Secure Network

A computer network that incorporates reasonable security measures to only allow access to Authorized Users by secure authentication, consistent with current industry standards.

Scholarly and Educational Use

Use of the Subscribed Materials for the purpose of academic research, scholarship, education, and other related purposes, including extraction and manipulation for the purpose of illustration, explanation, example, comment, criticism, teaching, research, and analysis.

Text and Data Mining

A machine process by which information may be derived from the Subscribed Materials by identifying patterns and trends within natural language through methods such as text categorization, statistical pattern recognition, concept or sentiment extraction, and the association of natural language with indexing terms.

Web Page(s)

In the context of this license and addendum, this includes, but is not limited to e-reserves, course management systems, and e-learning systems.

Authorized Use of Subscribed Materials

CONTENT LINKING

Licensee may provide electronic links to the Subscribed Materials from Licensee's web page(s) for access solely by Authorized Users, and is encouraged to do so in ways that will increase the usefulness of the Licensed Materials to Authorized Users.

ACCESS AND USE

Members and Authorized Users may access and use the Subscribed Materials via Secure Network in order to search, retrieve, download, display, print, save, and view the Subscribed Materials.

RECOVERY AND COPYING COSTS

Member Institutions may charge a fee to Authorized Users or others to cover costs of printing portions of Subscribed Materials for Authorized Users. Such fees shall not constitute Commercial Use. Reproducing portions of the Subscribed Materials for the creation of Print Course Packs is explicitly not allowed.

PERSISTENT LINKS

Members may create persistent links to Subscribed Materials for access by Authorized Users from within Secure Networks.

ACADEMIC RESEARCH AND TEACHING

Members and Authorized users may (a.) incorporate parts of the Subscribed Materials in printed or electronic form in assignments, portfolios, theses, dissertations, teaching, conference presentations, and lectures, with appropriate credit; (b.) make full use, with appropriate credit, of the Subscribed Materials in research and publications for personal, scholarly, educational, or professional use; and (c.) store a single copy of an individual document being part of the Subscribed Materials, including within secure personal Bibliographic Reference Management Systems. For the avoidance of doubt, none of these activities may be undertaken for Commercial Use.

ACCESSIBILITY

Members may alter or modify the Subscribed Materials as necessary to provide an equivalent level of access to Authorized Users with disabilities if the Subscribed Materials are not already provided in Accessible Formats.

CLASSROOM HANDOUTS

Members and Authorized Users may distribute single copies of individual articles or items of the Subscribed Materials in print or electronic form to Authorized Users. For the avoidance of doubt, classroom handouts shall include the distribution of a copy for teaching purposes to all individual student Authorized Users in a class at a Member.

TEXT AND DATA MINING

Members and Authorized Users may apply automated tools and processes to the Subscribed Materials for the purposes of textual analysis and visual mapping of textual and/or statistical relationships within the context of scholarship, research, and other educational purposes.

Members and Authorized Users may make the results available for use by others, so long as the purpose is not to create a product for use by third parties that would substitute for the Subscribed Materials.

Licensor will cooperate with Licensee, Members, and Authorized Users as reasonably necessary in making the Subscribed Materials available in a manner and form most useful to the Authorized User. If Licensee, Member, or Authorized User request the Licensor to deliver or otherwise prepare copies of the Subscribed Materials for text and data mining purposes, any fees charged by the Licensor shall be solely for preparing and delivering such copies on a time and materials basis.

TRAINING AND MARKETING MATERIALS

Members and Authorized Users may display, download or print the Subscribed Materials for the purpose of internal marketing or testing, and for training Authorized Users.

BRANDING

Licensee may request that Licensed Materials be branded with the name of the institution on the homepage of the product, or otherwise as agreed, in order to publicize the acquisition to the Authorized Users of Licensee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

McGraw-Hill Education:

Licensee:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____