



## Pacific Crest Educational Site License for the Faculty Guidebook

### Parties

**Pacific Crest**

906 Lacey Ave., Suite 206  
Lisle, IL 60532

**Institution:**

### Agreement

The parties agree as follows:

#### 1. License

Under the terms and conditions set forth in this Agreement, Pacific Crest grants to Institution a non-exclusive license to:

- A. access and print the contents of Pacific Crest's copyrighted published products (the e-Faculty Guidebook) as described in the Appendix; and
- B. distribute printouts of the contents of the e-Faculty Guidebook to the faculty (full and part-time), staff, and administrators of Institution, hereinafter referred to as Authorized Users; and
- C. distribute information needed to access the e-Faculty Guidebook to Authorized Users.

#### 2. Conditions and Restrictions of the License

Pacific Crest will provide Institution one (1) copy of its copyrighted published print products as described in the Appendix, for use by Authorized Users. Pacific Crest will also provide Institution with web-based access to an electronic version (hereafter referred to as the e-Faculty Guidebook or e-FGB) of these products. This access will be made available through the use of official User Names and Passwords which Pacific Crest will convey to the Institution. Students, excepting graduate students who are official Teaching Assistants, are not considered Authorized Users and are not to receive access to the web-based version as described in the Appendix.

Use of the e-Faculty Guidebook by the Institution and Authorized Users is restricted to educational and non-profit purposes, which includes academic, instructional, not-for-profit research, and administrative uses.

This license does not grant the Institution or any Authorized Users the right to use the e-FGB for commercial or for-profit purposes, including outreach programs, professional development, or contract research conducted by faculty, staff, or students, even if such use and/or research is conducted on Institution property.

The e-FGB may be accessed from personal computers located on the Institution property or on the home computers of Authorized Users, provided such use in the home is in accordance with the restrictions set forth herein and in the Appendix. In no event, may the e-FGB be accessed or used by an Authorized User at a commercial establishment without the permission or consent from Pacific Crest.

The Institution and Authorized Users may not in any way duplicate any content of the print product or copy, save or replicate any e-FGB content, as described in the Appendix, onto any data storage device, whether fixed or portable, or make it available to a computer network.

**Pacific Crest**

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www.pcrest.com

The Institution and Authorized Users may not disassemble or decompile the product described in the Appendix. The copyrighted material described in the Appendix may not be integrated in part or whole into any other set of materials without explicit permission from Pacific Crest.

Except as provided for in this Section, Institution may not sell, license, loan, or otherwise distribute or transfer copies of the product described in the Appendix, and/or license to another party.

Additional copies of the print product described in the Appendix may be ordered by the Institution and its Authorized Users at a reduction of the commercial retail price (\$100):

- orders of fewer than 10 copies: \$45 per copy, plus shipping
- orders of 10 or more copies: \$40 per copy, plus shipping

### **3. Term and Renewal**

The term of this License Agreement is one (1) year, upon payment of the Initial License Fee, and is renewable for additional (1) year terms, upon the payment of an Annual Use Fee. The designated and applicable fees are available in the Appendix. Failure to pay the Annual Use Fee terminates Institution's access to the e-Faculty Guidebook. The anniversary date will be March 1 of each year, with the first renewal year pro-rated, as necessary.

Pacific Crest reserves the right to adjust the Initial License Fee and Annual Use Fees upon the introduction of a significantly enhanced version of the product described in the Appendix. Any adjustments shall be provided to the Institution in writing.

### **4. Updates**

Updates and upgrades to the licensed version of the product, as described in the Appendix, are available as long as the annual Use Fee is paid and kept current.

### **5. Distribution of Notice**

Institution shall make best efforts to inform each Authorized User of the conditions and restrictions of use. Institution shall distribute a notice setting forth the terms and conditions of the sublicense granted to the Authorized Users whenever the Institution distributes or provides authorized access to the products described in the Appendix to an Authorized User.

### **6. Default/Unauthorized Use of Pacific Crest's Products**

The Institution shall be considered in default of this Agreement if it fails to abide by the provisions of this Agreement or if an Authorized User makes an unauthorized use of the product described in the Appendix.

In the event of a default, Pacific Crest shall give written notice to the Institution demanding remedy of the default. Within thirty (30) days of receipt of the notice, Institution shall remedy said default and provide proof of such remedial action to Pacific Crest.

In the event the event that an Authorized User breaches the terms of this License Agreement by making an unauthorized use of the product described in the Appendix, Pacific Crest's sole remedy for monetary damages shall be against the individual Authorized User.

### **7. Terminate**

This Agreement shall terminate:

if the Institution fails to remedy any default as provided for in Section 6;  
by the mutual agreement of the parties.

Upon termination of this Agreement, Institution shall publish a notice that the Agreement has been terminated.

### **8. Trademark and Copyright Notice**

The products described in the Appendix are protected by copyright trademark laws.

## 9. Amendments

This Agreement constitutes the entire agreement of the parties pertaining to its subject matter and it supersedes any prior agreements or understanding of the parties. No supplement or amendment to this Agreement shall be binding unless executed in writing by both parties.

## 10. Severability

If in any judicial proceeding, a court refuses to enforce all of the provisions of this Agreement, any unenforceable provision shall be deemed eliminated from this Agreement and the remainder of the Agreement shall remain in full effect.

## 11. Waiver

No waiver of a provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. Nor shall a waiver be binding unless executed in writing by the person making the waiver.

## 12. Resolution of Disputes

In the event of a dispute pertaining to the subject matter of this Agreement, the parties agree to submit the matter to binding arbitration in accordance with the rules of Commercial Arbitration of the American Arbitration Association. Reasonable costs, including attorney fees, shall be awarded to the prevailing party.

**Pacific Crest**

**Institution Name**

\_\_\_\_\_  
*Printed/typed name and position*

\_\_\_\_\_  
*Printed/typed name and position*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

## Appendix

Institution: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Contact: Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

Product: (print)  <b>Faculty Guidebook</b> 4th Edition Beyerlein, Holmes, & Apple, Eds. ISBN # 978-1-60263-004-8	(electronic)  <b>e-FGB Site License Version</b> 4th Edition Beyerlein, Holmes, & Apple, Eds access from Quick Link “e-FGB Site License: USER LOG ON” from <a href="http://www.pcrest.com">www.pcrest.com</a>
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Publisher: **Pacific Crest**  
 906 Lacey Avenue, Suite 206  
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Faculty Guidebook Site License Pricing Schedule (circle fees applied to this license)		
Number of Full-time Faculty	Initial Site License Fee	Annual Use Fee
75 or less	\$1,000	\$250
76-149	\$2,000	\$500
150-249	\$3,000	\$750
250-349	<b>\$4,000</b>	<b>\$1,000</b>
350-449	\$5,000	\$1,250
450-599	\$6,000	\$1,500
600-799	\$7,000	\$1,750
800-999	\$8,000	\$2,000
1,000+	_____	_____

For Example Only!

### Authorized User Names and Passwords

(access from Quick Link “e-FGB Site License: USER LOG ON” from [www.pcrest.com](http://www.pcrest.com))

User Name	Password