**CONTENT LICENSE AGREEMENT**

**BETWEEN**

**MIDDLE TENNESSEE STATE UNIVERSITY**

**AND**

**CONTRACTOR**

This Content License Agreement ("Agreement") is entered into as of the date of the final signature below ("Execution Date"), by and between **Middle Tennessee State University** (“MTSU”) and **X** (“Contractor”) and shall become effective commencing upon the start date of the contract term as outlined in the Agreement. MTSU and the Contractor are sometimes referred to individually as a “party” and collectively as the “parties.”

**WITNESS E TH**

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set forth herein:

1. MTSU hereby grants to Contractor a nonexclusive license to use the content described below subject to the terms and conditions set forth herein:

INSERT

1. In addition to the content described above, MTSU shall provide the following documentation and/or instruction:

INSERT

1. Contractor agrees to the following restrictions on use of the content:

INSERT

1. This term of this Agreement shall be from X ("Effective Date") through X.
2. In consideration for the license granted, Contractor shall pay to MTSU the total sum of $XUSD pursuant to the payment schedule as follows:

INSERT

1. MTSU shall deliver the content according to the following terms:
	1. MTSU is the owner of the content described above or otherwise has the right to grant to Contractor the license granted herein without violating the rights of any third party, and there is no actual or threatened suit by any such third party based on an alleged violation of such right by MTSU.
	2. MTSU understands the purposes for which the content shall be used by Contractor and certifies that the content is fit for such intended use.
	3. The parties understand that MTSU makes no warranties whatsoever regarding performance under this Agreement, and it is understood that no warranties arise by its express terms or by operation of law so that there are no warranties under this Agreement whether express or implied.
2. Unless otherwise specified herein, Contractor shall be permitted to make one copy of the content for archival purposes only. Said copy shall bear all copyright, trademark, and other proprietary notices included in the original content package.
3. Neither party may assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld.
4. Contractor warrants that no fee has been nor shall be paid directly or indirectly to any officer or employee of MTSU or State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant in connection with this Agreement except as provided herein.
5. In accordance with T.C.A. § 12-3-309, the parties hereby attest that they will not knowingly utilize the services of illegal immigrants in the performance of this Agreement and will not knowingly utilize the services of any subcontractor, if permitted under this Agreement, who will utilize the services of illegal immigrants in the performance of this Agreement.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict of law principles. The parties shall make good faith efforts to resolve disputes informally prior to resorting to legal action. Any and all claims against the State of Tennessee, including MTSU or its employees based upon this Agreement, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the State shall be limited expressly to claims paid by the Claims Commission pursuant to T.C.A. § 9-8-301 *et seq*.
7. All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested, to the parties at the respective addresses set forth below or to such other address as the party to receive the notice has designated by notice to the other party.

MTSU: Contractor:

INSERT FULL MAILING ADDRESS INSERT FULL MAILING ADDRESS

1. This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of termination. In that event, MTSU shall be entitled to receive just and equitable compensation for all authorized work/service completed as of the termination date.
2. This Agreement may be modified only by written amendment executed by all parties hereto.
3. The parties are independent contractors with respect to each other. Nothing contained herein shall create any association, partnership, joint venture, employment or agency relationship between them or any third party.
4. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990, and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

1. The entire contract between the parties consists of this sole Agreement and any addenda and/or amendments to this Agreement hereafter executed by authroized representatives of both parties. In the event that the Contractor maintains terms and conditions on its website, software, invoices, etc., such terms and conditions do not apply to the MTSU.
2. If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.
3. The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

**CONTRACTOR MIDDLE TENNESSEE STATE UNIVERSITY**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: Printed Name: Alan R. Thomas

Title: Title: Vice President, Business & Finance

Date: Date: