

College Subscription Agreement

Valid 2010/2011 Academic Year



Fill out and fax to: 617 314.7701

I wish to use software from SimBiotic Software for Teaching and Research, Inc. (herein referred to as SimBiotic Software). I understand that this agreement requires the following:

1. Whenever software is to be used by students in a class at our institution, one of the following must be true:
 - a. **Custom Lab Packets**
The instructor, independently or through campus bookstore, will order custom lab packets from SimBiotic Software in sufficient quantities so that there will be one for each student in the class. For bookstore orders, the instructor will help ensure that each student in the class purchases a lab packet (e.g., by requiring that students turn in original copies of the workbooks for grading or turn in their receipts). This is critical as the cost of the software license is included in the student purchase price.
 - b. **Self Print / External Publisher**
SimBiotic Software will provide the instructor and/or external publisher with digital copies of the workbooks for the laboratories requested. Prior to using any of the laboratories in classes, the instructor will arrange for payment by the department, or will agree to have SimBiotic Software arrange for payment directly from the external publisher.
 - c. **Webstores**
The instructor will arrange for SimBiotic Software to build a custom webstore for students to log on and purchase software subscriptions and download necessary materials online. The instructor agrees each student must purchase his or her own subscriptions in order to receive credit for the SimBiotic Software laboratories in the class. A list of paid subscribers will be sent to the instructor periodically throughout the term to facilitate compliance.
2. This agreement applies to any and all uses of software from SimBiotic Software by students in a classroom or associated with a class, regardless of whether the class is taught by the original purchaser or by another instructor. The signer of this license will monitor use of all such software and will make this agreement known to all Teaching Assistants and co-instructors at the institution that uses the software.
3. SimBiotic Software must be consulted for permission before the software is put on any computer network that is accessible beyond a single computer classroom. This includes Course Management Systems and Learning Management systems including, but not limited to: Blackboard, WebCT, and Sakai.
4. Annual orders from the school will equal or exceed the minimum purchase amount set by SimBiotic Software (\$600/year) unless the order can be pre-paid with a credit card.
5. This agreement may be cancelled by either party by violating the general terms and conditions of SimBiotic Software's license agreement, as specified in the License Agreement accompanying SimBiotic Software products.

Instructor's Printed Name

Institution

Instructor's Signature

Date