

Idaho State University GIS Agreement

This agreement is made this ____ day of April, 2012, by and between _____
(_____), and the Idaho State University, Pocatello, Idaho 83209.

WHEREAS Idaho State University, through its GIS Training and Research Center (ISU GIS TReC), seeks the opportunity to purchase, install, deploy, and operate server software to publish real-time network corrections from GNSS base stations located throughout Idaho and Montana.

WHEREAS the initial cost of purchasing a license to and installing the software and administering the server for the first year of operation is estimated at \$150,000.

WHEREAS _____ and potentially others wish to support ISU's purchase of the software license and deployment of the server software.

NOW THEREFORE, the parties agree as follows:

1. If ISU is able to secure the necessary funding, ISU will purchase, install, and operate a server designed to receive data sent from authorized users using compatible GNSS receivers/transmitters based on data obtained from certain GNSS base stations and calculate and return real-time corrections to such data using information obtained from Global Navigation Satellite Systems (the "Correction System").
2. _____ will pay ISU \$_____ (minimum \$5,000) to assist in the procurement of the software license and the development and administration of the server. The payment is nonrefundable and will be paid by _____ within thirty (30) days after receipt of ISU's invoice for such amount. ISU will not send the invoice until such time as ISU has obtained sufficient fund agreements from _____ and others (approximately \$150,000 in total). _____ agrees that the payment of these or other funds by _____ hereunder does not give _____ any ownership rights in the software, the server or any other material or data furnished or developed under this Agreement.
3. In consideration of _____'s payment of the amount specified in paragraph 3 above, ISU will grant _____ unlimited access to the Correction System. _____ acknowledges that a maximum of 45 concurrent connections will be available and, as a result, the Correction System may not be available to all users at all times. _____ further acknowledges that the Correction System may experience technical or maintenance issues which may make it unavailable from time to time.
4. ISU PROVIDES THE CORRECTION SYSTEM ON AN "AS IS" BASIS. ISU MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE ACCURACY OF THE CORRECTION SYSTEM OR THE DATA SENT BY THE CORRECTION SYSTEM. ISU EXPRESSLY DISCLAIMS ANY WARRANTIES WITH RESPECT TO THE CORRECTION SYSTEM, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ISU DOES NOT WARRANT THAT THE DATA TO BE FURNISHED HEREUNDER WILL ACCOMPLISH INTENDED RESULTS OR ARE SAFE FOR ANY PURPOSE INCLUDING THE INTENDED PURPOSE. ISU SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ATTRIBUTED TO USE OF SUCH CORRECTION SYSTEM OR ANY DATA DELIVERED UNDER THIS AGREEMENT.

5. _____ hereby agrees to hold harmless and indemnify ISU, its officers, agents and employees from any and all liability, claims, damages, costs and expenses, including attorney fees, for injury to or death of persons or damage to or destruction of property as a result of or arising out of the use of such data received from the Correction System by _____ or its officers agents or employees. This agreement shall be governed by the laws of the State of Idaho.
6. Either party may terminate this agreement upon 30 days written notice to the other party. Any amount paid by _____ prior to the date of termination shall be non-refundable.

All notices relating to this Agreement will be provided to the appropriate contact listed below:

For ISU: Monica Huyg

For _____:

Director of Research Contracts

921 S. 8th Ave. Stop 8046

Pocatello, ID 83209-80046

208-282-3478

7. In the performance of their respective duties and obligations under this Agreement, ISU and _____ are each an independent contractor and neither is a partner, joint venture, employee or servant of the other, and each is responsible only for its own conduct. Neither ISU's nor _____'s directors, officers, employees, interns, students, agents, volunteers, representatives, sub-contractors, assignees, successors or designees, in their official or personal capacities, are employees of the other for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security, or for any other purpose.
8. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
9. Captions. The captions or headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any term, clause, provision or paragraph of this Agreement.
10. Entire Agreement. The Recitals are incorporated into this Agreement by this reference. This Agreement contains the entire agreement between the parties and supersedes all prior discussions, negotiations, representations, and agreements, whether verbal or in writing.
11. Severability. If any term, clause, provision, or paragraph of this Agreement is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, such declaration shall not affect the validity and enforceability of the remaining terms, clauses, provisions or paragraphs of this Agreement.
12. Amendments. No amendments to this Agreement or any provision of this Agreement shall be effective unless it is in writing and signed by an authorized representative of each party.
13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound thereby, has duly executed and accepted the Agreement as of the day and year first above written.

Idaho State University

By: _____

By: Monica Huyg
Idaho State University