

MASTER AGREEMENT RE: ENCYCLOPAEDIA BRITANNICA DATABASE LICENSE
SUBSCRIPTION

This Agreement, is made and entered this 1st day of July, 2015 by and between the Hawai'i State Public Library System, State of Hawai'i, hereafter referred to as ("HSPLS"), and **Kapiolani Community College**, hereafter referred to as ("Participant").

Whereas, the HSPLS is the holder of a license and sites agreement with ENCYCLOPAEDIA BRITANNICA for database access ("License");

Whereas, the license and sites allowed by the license include: "all public and private colleges and universities, public libraries, public and private K-12 schools, and The Queen's Medical Center, Hawai'i Medical Library";

Whereas, the license and sites agreement excludes all hospitals;

Whereas, the HSPLS wishes to enter into agreements with institutions in Hawai'i that are covered under the HSPLS's License with ENCYCLOPAEDIA BRITANNICA;

Now, therefore, IT IS HEREBY agreed to, by and between the HSPLS and each participant as referenced by separate participating agreements to this Master Agreement, as follows:

Responsibilities of HSPLS and Participants:

1. The HSPLS will purchase and manage the ENCYCLOPAEDIA BRITANNICA license and sites agreement (License) on behalf of all Participants.
2. Each Participant shall be responsible to pay or reimburse to the HSPLS, its assessment for its portion of the cost for the License, as determined by the State Librarian, but in no event shall that amount be greater than pledged, unless the HSPLS and Participant have agreed to a different amount.

3. Participant shall promptly reimburse and pay to the HSPLS, the assessment(s) determined by the State Librarian, within 30 days of the issuance of an invoice.
4. All parties to this agreement agree to abide by the terms and conditions of the agreement.
5. The HSPLS and the State of Hawai'i make no warranties or representations as to the merchantability or quality of the License and acts strictly as the manager of the license.
6. When requested by any Participant, the HSPLS will provide an accounting of the accounts for this License.
7. The HSPLS shall be responsible for damages or injury caused by the State's agents, officers, and employees in the course of their employment to the extent that the State's liability for such damages or injury has been determined by a court or otherwise agreed to by the State, and the State shall pay for such damages and injury to the extent permitted by law.
8. For a Participant who is a State agency, Participant shall be responsible for damages or injury caused by Participant's agents, officers, and employee in the course of their employment to the extent that the State's liability for such damage or injury has been determined by a court or otherwise agreed to by the State, and the State shall pay for such damages and injury to the extent permitted by law.
9. For a Participant who is not a State agency, Participant shall be responsible for damages or injury caused by Participant's agents, officers, and employees in the course of their employment.

10. Failure to abide by the terms of this agreement shall result in termination of participation at the discretion of the State Librarian.

11. This Agreement represents the entire agreement and understanding of the parties.

DATED: Honolulu, Hawai'i, June 30, 2015.

HAWAI'I STATE PUBLIC LIBRARY SYSTEM

By _____
Stacey Aldrich
State Librarian

DATED: Honolulu, Hawai'i, _____

By: _____
Participant

Printed Name: Susan Kazama

Title: Head Librarian

Participant: **Kapiolani Community College**