



## Lexis/Nexis Subscriber Agreement

The Bibliographical Center for Research (hereinafter "BCR") will include \_\_\_\_\_ (hereinafter "LIBRARY") in its contract with LexisNexis(hereinafter "SERVICE") under the terms and conditions specified herein. LIBRARY agrees to abide by the General and Supplemental Terms and Conditions of LexisNexis, incorporated herein by this reference.

1. This Agreement is dependent upon the continued license between BCR, SOLINET and LexisNexis to make available the SERVICE referenced above. BCR will notify the LIBRARY 30 days prior to the expiration of this Agreement so that the LIBRARY can make other arrangements for access. BCR will refund a prorated amount of any unearned prepayment the LIBRARY may have made.
2. Library agrees to access and use the LexisNexis service in accordance with the General and Supplemental Terms and Conditions referred to above. The LIBRARY will exercise reasonable good faith efforts to inform Authorized Users of restrictions on use of the Service; however, the LIBRARY shall not be liable for the actions of individual Authorized Users who act without the knowledge and consent of the LIBRARY.
3. LIBRARY agrees to pay BCR fees as invoiced. All charges shall be due thirty (30) days from the date of the invoice reflecting such charges.

This Agreement shall take effect upon the latest date of execution below by duly authorized representatives of the LIBRARY and shall automatically renew on the first day of July annually, except as otherwise provided by written notification from BCR to the LIBRARY, or from the LIBRARY to BCR. Service will commence on the first day of the following month of the received signed sub-Agreement provided it is received no later than ten (10) business days prior to the requested start date by the LIBRARY.

This Agreement is valid and enforceable only if sufficient funds are made available to the state institutions by their respective state legislatures for the purpose of this program. It is mutually agreed that if the state legislature does not appropriate funds for the program, this Agreement shall be terminated or amended to reflect any reduction of funds. The decision to continue with the Agreement must be made no later than thirty (30) days after the new fiscal year affected by the legislature funding.

\_\_\_\_\_  
Signature for Library

\_\_\_\_\_  
Signature for BCR

\_\_\_\_\_  
Name (please print or type)

\_\_\_\_\_  
Name (please print or type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date