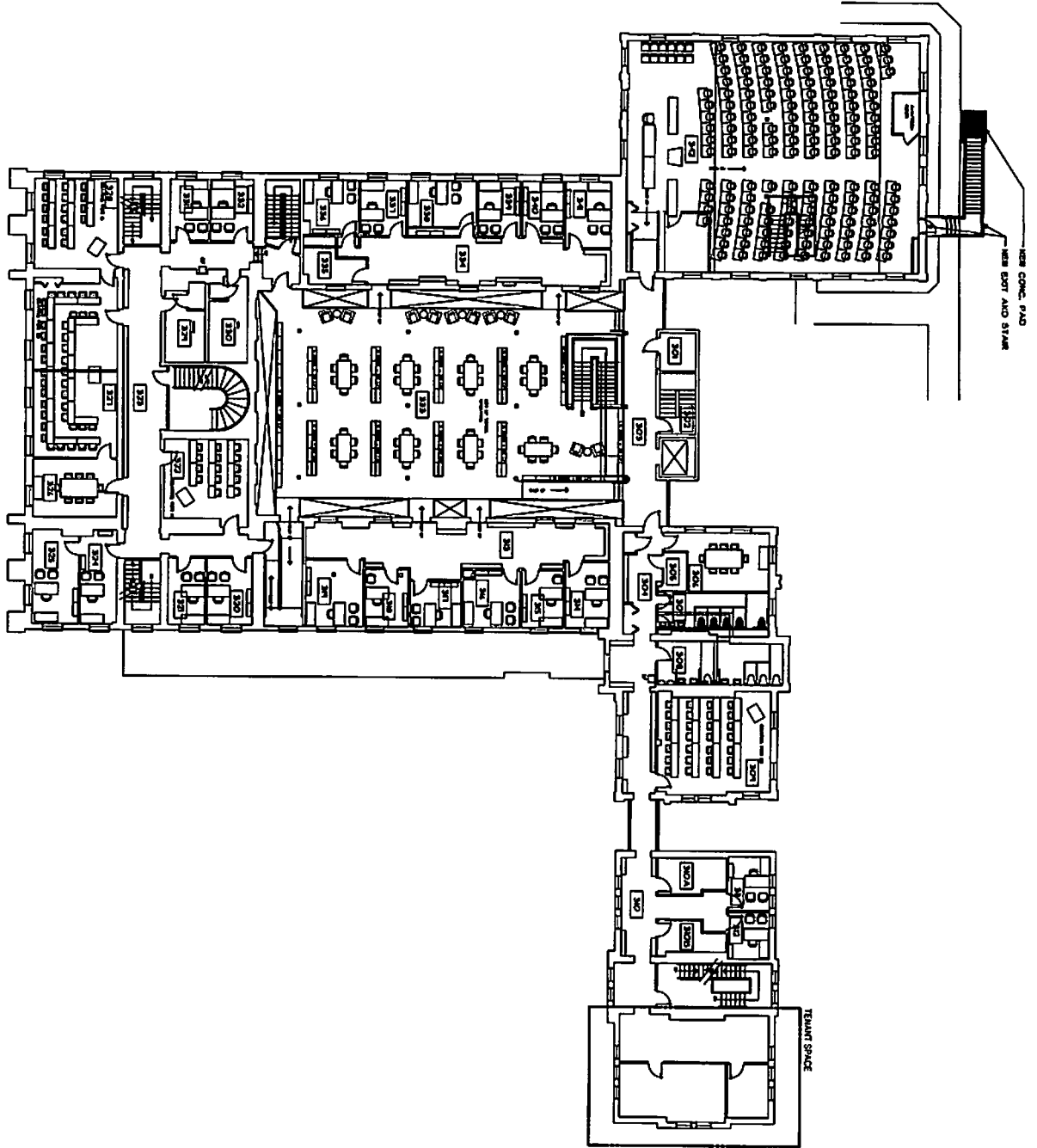


1 THIRD FLOOR PLAN
1/8" = 1'-0"



physical and human resources on campus and at extended sites.” The On-Site Committee, through interviews with faculty, the Vice President of Academic Affairs and department chairs believes that LMU's class sizes and faculty teaching loads do indeed lend to meeting the institution's mission.

- 2.9 The institution, through ownership or formal arrangements or agreements, provides and supports student and faculty access and user privileges to adequate library collections and services and to other learning/information resources consistent with the degrees offered. Collections, resources, and services are sufficient to support all its educational, research, and public service programs. **(Learning Resources and Services)**

Compliance

Via the LMU webpage (<http://library.lmunet.edu/>), the Off-Site Committee reviewed the institution's library's large aggregation of holdings (i.e., 180,000+ monographs, 105,000+ non-monographic items, 58,000+ e-books, etc.) and found that these collections, as well as its 100-plus databases - and their corresponding formal subscription-based full-text e-journal and paper-formatted journal collections in conjunction with many partnerships/consortial relationships (viz., Appalachian College Association, TENN-SHARE, Knoxville Area Health Science Library Consortium, Association of Colleges of Osteopathic Medicine, et al.), provide sufficient access to and support pedagogies associated with the degrees programs which the institution offers. Student and faculty access and collections are also assessed using LibQual+™, a national library survey instrument which provides comparative/research-based analyses.

- *2.10 The institution provides student support programs, services, and activities consistent with its mission that promote student learning and enhance the development of its students. **(Student Support Services)**

Compliance

The Off-Site Committee's review of student support services found a complete array of programs, services, and activities that assist in the holistic development of students. Career Planning, Financial Aid, Registrar, Residential Life, Safety and Security, Student Activities, Academic Tutoring, and Counseling are all included and consistent with their mission.

The On-Site Review Committee conducted interviews with five Student Services staff members and nine undergraduate students, and reviewed the Student Handbook in support of the institution's case for compliance and sustained the Off-Site Committee's findings.

- 2.11.1 The institution has a sound financial base and demonstrated financial stability to support the mission of the institution and the scope of its programs and services.

**Professional Development Activities
Academic Year 2008-09, Fall 2009**

Librarians

<i>Position</i>	<i>Professional Development Activity</i>
Director: <i>Gabriel Morley</i>	<ul style="list-style-type: none"> • Annual Meeting for Library Administration, Sept 17-18, 2009 (sponsored by Appalachian College Association (ACA))
Information Literacy Librarian: <i>Phil Smith</i>	<ul style="list-style-type: none"> • Attended <i>Office 2007</i> Workshop Workshop ~ Education Grad Faculty, January 9, 2009 • Attended <i>Blackboard Template & Dashboard</i> Workshop, April 15, 2009 • Attended eSeminar <i>Learning Styles</i> Workshop, May 6, 2009 • ACA Summit, Presented <i>Knowledge Incorporates Source Selection, Evaluation, & Synthesis (KISSES): Integrating Information Literacy Across the Curriculum</i>, Oct. 16-18, 2008 • ACA Summit, Presented <i>LMU Information Literacy QEP Initiatives</i>, Oct. 15-17, 2009 • Attended <i>QEP Summer Workshop</i>, Aug. 2009 • Attended <i>Georgia Information Literacy</i>, Conference, Sept. 2009
Medical Librarian: <i>Lisa Travis</i>	<ul style="list-style-type: none"> • Southern Chapter Medical Library Association Annual Meeting and Exhibition, Presented <i>Library Web Site 2.0: Give Them Links They'll Love</i>, Oct. 27- 30, 2008 • Southern Chapter Medical Library Association Annual Meeting and Exhibition, Presented four posters: <i>Investigating Availability of Library Services at Clinical Rotation Sites; Characteristics of Study Spaces and Policies on Their Use in Academic Medical Libraries; Brief Library Survey to Assess Library Services and Skills; Use of Google Docs to Solicit</i>

	<p><i>Input on Renewal of an Electronic Books Consortial Purchase</i>, Oct. 28-Nov. 1, 2009</p> <ul style="list-style-type: none"> • Attended American Osteopathic Association Annual Conference, Nov. 1-3, 2009 • Attended <i>Blackboard Gradebook</i> Workshop, Oct. 2008 • Attended <i>Captivate Essentials</i> Workshop, Jan. 2009 • Attended Knoxville Area Health Sciences Library Consortium (KAHSLC) (UT-Knoxville), Dec. 2008 • Attended <i>Beyond an Apple a Day</i> (National Library of Medicine), Dec. 2008 • Attended <i>UpToDate</i> Certified Trainer, April 2009 • Attended Medical Library Association (MLA) (annual meeting), May 2009 • Attended KAHSLC meeting, June 2009 • Attended MLA Consumer Health Information Specialization certification, (web course), July 2009
<p>Extended Sites Librarian: <i>Tiffani Conner</i></p>	<ul style="list-style-type: none"> • Tennessee Library Association annual conference, Presented <i>Developing an Online Information Literacy Course Using Adult Education Practices and Principles</i>, April 2009 • Attended <i>Blackboard Gradebook</i> Workshop, Oct. 2008 • ACA Summit, Presented <i>Increasing the Self-directed Learning Potential of Distance Education Students: Adult Learning Theories in the Development of an Online Information Literacy Course</i>, Oct. 15-17, 2009 • AAACE Adult Education Annual Conference, Presented <i>Creating Lifelong Learners: Self-direction and Information Literacy Instruction</i>, Nov. 1-6, 2009 • Attended American Library Association (ALA), July 2009 • Attended <i>UpToDate</i> Certified Trainer,

	<p>Dec. 2009</p> <ul style="list-style-type: none"> • Attended <i>No Comprendo?: Spanish Health Information Resources for English Speaking Librarians</i>, Online Continuing Education Training, Dec. 2009 • Attended <i>Information Literacy Summer Institute</i>, Summer 2009 • Attended <i>Captivate</i> Workshop, Winter 2009 • Attended <i>Office 2007</i> Workshop Workshop ~ Education Grad Faculty, Jan. 2009 • Attended <i>Microsoft Word Review & Comments</i> Workshop, Education Grad Faculty, March 2009 • International Self-Directed Learning Symposium, Presented <i>Enhancing Self-directedness Among Nursing Students in a Remedial Program: An Exploratory Study</i>, Feb. 3-7, 2009 • Tenn-Share Conference, Panelist for <i>Tennessee's Best Digital Stories</i>, Sept. 2008
<p>Technical Services Librarian: <i>Laura Slavin</i></p>	<ul style="list-style-type: none"> • Attended <i>Microsoft Excel Functions & Charting</i> Workshop, January 23, 2009 • Attended <i>Microsoft Access</i> Workshop, February 27, 2009 • Attended <i>Microsoft Access Forms & Reports</i> Workshop, April 3, 2009 • Attended <i>Microsoft Access Forms Advanced</i> Workshop, April 17, 2009 • ACA Summit, Presented <i>Open Source Software Applications in Libraries</i>, Oct. 16-18, 2008 • ACA Summit, Presented <i>Getting the Most Out of Your Money in a Library 2.0 World</i>, Oct. 15-17, 2009 • Attended Southeast Library Association Annual Meeting, Oct. 7-9 • Attended Evergreen webinar (Solinet) Dec. 2008 • Attended ALCTS <i>Fundamentals of Electronic Resources Acquisitions</i> (web course), Nov. 17-Dec. 12, 2008

	<ul style="list-style-type: none"> • Attended ACRL <i>Serial Solutions</i> Workshop, March 11, 2009 • Attended <i>Managing Multiple Priorities and Deadlines</i> (Fred Pryor), March 12, 2009 • Attended <i>Access 2007 Essentials</i> (Lynda.com) • Attended <i>Adobe Acrobat 9 Getting Started</i> (Lynda.com) • Southeastern Library Association Conference, Presented <i>Library 2.0: Social Networking and You</i>, Oct. 4, 2008 • Kentucky Voyagers Users Group, Presented <i>Library 2.0: A How To</i>, June 19, 2009
<p>Electronic Resources Librarian: <i>Jennifer Newcome</i></p>	<ul style="list-style-type: none"> • Attended Kentucky Technology Convergence Conference, Oct. 8, 2009 • Attended KAHSCLC, (electronic resources management), June 2009 • Attended <i>Serials Solutions</i> webinar (360 Link: Using and Customizing) Sept. 2009
<p>Archivist: <i>Michelle Ganz</i></p>	<ul style="list-style-type: none"> • Attended NISO/ALCTS Webinar: <i>Demystifying Library Standards</i>, June 2008 • Attended ACA Summit, Oct. 16-18, 2008 • Attended <i>Managing Copyright Issues</i>, April-June (Copyrightlaws.com), 2008 • Attended Visual Literacy – <i>Using Images for Teaching and Learning</i> (NITLE), May 2008 • Abraham Lincoln Elementary School (guest lecture) Feb 28, 2009 • Survey conducted on <i>Accessibility in Archives</i> (Archival Outlook), Nov/Dec 2008 • <i>Back to Basics Garden</i> (Museum archives), aired Jan. 26, 2009 • <i>Back to Basics Garden</i> (University archives), aired Nov. 24, 2008 • Soldier's Memorial Elementary School (guest lecture), Nov. 13, 2008 • Midwest Archives Conference (annual

	<p>meeting) Presented <i>Flying Solo: Staying Positive as a Lone Arranger</i>, April 30-May 2, 2009</p> <ul style="list-style-type: none"> • Joint Task Force Update: <i>Diversity in Archives and Records Management Survey</i> (Archives Management Roundtable)
<p>Reference and Bibliographic Instruction Librarian: <i>Janice McDonnell</i></p>	<ul style="list-style-type: none"> • Attended <i>Learning and Teaching Styles</i> Workshop, February 11, 2009 • Attended <i>Blackboard Template Development</i> Workshop, Feb.11, 2009 • Attended <i>MERLOT Introduction</i> Workshop, February 13, 2009 • Attended <i>Adobe Captivate Basics</i>, February 19, 2009 • Attended <i>Instructional Methods & Adult Learners</i> Workshop, February 20, 2009 • Attended <i>ACRL Information Literacy Assessment</i> workshop (online), May 6, 13, 20, 2009 • Attended <i>ACA NITLE</i> Workshop, May 19, 2009 • Attended <i>Gale Virtual Reference Library</i> Online Training, Nov. 13, 2008 • Attended <i>SciFinder Chem Abstracts</i> Online Workshop and Virtual Lab, Nov. 3, 2008 • Attended <i>ACA KISSES Information Literacy</i> Workshop (online), June 27, 2008 • <i>ACA Summit</i>, Presented <i>Knowledge Incorporates Source Selection, Evaluation, & Synthesis (KISSES): Integrating Information Literacy Across the Curriculum</i>, Oct. 16-18, 2008 • <i>ACA Summit</i>, Presented <i>Information Literacy: A Review of the Literature</i>, Oct. 16-18, 2008
Paraprofessional Staff	
<i>Position</i>	<i>Professional Development Activity</i>
<p>Technical Services Technician: <i>Josh Dodson</i></p>	<ul style="list-style-type: none"> • Attended <i>Microsoft Excel Functions & Charting</i> Workshop, January 23, 2009 • Attended eSeminar <i>Learning Styles</i>

	<p>Workshop, May 6, 2009</p> <ul style="list-style-type: none"> • ACA Summit, Presented <i>Open Source Software Applications in Libraries</i>, Oct. 16-18, 2008 • ACA Summit, Presented <i>Information Literacy: A Review of the Literature</i>, Oct. 16-18, 2008 • ACA Summit, Presented <i>Getting the Most Out of Your Money in a Library 2.0 World</i>, Oct. 15-17, 2009 • Attended <i>Future of the Library – How the Library Ecosystem is Evolving to Support 21st Century Information Demands</i> (webinar), Nov. 18, 2009 • Attended <i>OPALescence</i> online conference, Aug. 13-14, 2009 • Attended <i>Microsoft Access</i> Workshop, Feb. 27, 2009 • Attended <i>Video on the Web</i> (SirsiDynix webinar), July 2008 • Attended <i>PHP with MySQL Essential</i> training (Lynda.com) • Attended <i>XML Essential</i> training (Lynda.com) • Kentucky Voyagers Users Group, Presented <i>Library 2.0: A How To</i>, June 19, 2009
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**LINCOLN MEMORIAL
SCHOOL OF LAW LIBRARY**

INFORMATION ASSETS POLICY

January 2010

INFORMATION ASSETS POLICY

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INFORMATION ASSETS POLICY

I. INTRODUCTION TO THE POLICY

A. Purpose of the Policy and Its Audience

This Information Assets Policy has been prepared as a source of information for the library staff, faculty, students, and other users of the Lincoln Memorial University (LMU) Duncan School of Law Library so they might better understand the process of acquisition, collection, and disposition of the information assets of the LMU Duncan of Law Library.

B. Description of Institution and Clientele

The LMU Duncan School of Law Library is the law library of the LMU Duncan School of Law, which offers a part-time, night, law program and will be offering a full-time day program, leading to the Juris Doctor degree. The LMU Duncan School of Law Library provides access to legal information for the students and faculty of the LMU Duncan School of Law and Lincoln Memorial University students and faculty, and legal professionals in the Knoxville area. Notwithstanding its access to persons other than students or faculty of the LMU Duncan School of Law, the Library's first priority is acquiring access to the legal information resources needed for student course work. Its second priority is meeting faculty needs both for class preparation and research and scholarship. While the LMU Duncan School of Law Library is open to the bench and bar, no attempt is made to develop the Library's information assets according to the needs of those constituencies.

C. Mission Statement and Goals of the Information Access Program

The primary mission of the LMU Duncan School of Law Library is to provide access to the legal information necessary and useful to support the mission of the LMU Duncan School of Law. Access to legal information involves two components:

1. acquiring assets that provide comprehensive citation retrieval, and
2. acquiring assets that deliver the full text of the documents cited

The Library supports the LMU Duncan School of Law's teaching, scholarship, and research programs through direct, continuing and informed relationships with the faculty, and through programs that educate students about the use and cost of all formats of legal information.

II. POLICIES OF GENERAL APPLICABILITY

Underpinning the Information Assets Policy are several policies of general applicability, including policies on: selection, cooperative arrangements for obtaining items not in the collection, de-selection and weeding, cancellation, gifts, purchasing duplicate copies, language of material acquired, and general considerations. These general policies should be kept in mind while reading any of the individual sections of this Information Assets Policy.

- A. Selection.** Information assets include not only physically owned items, but also contracted or leased information services in electronic or book format. Citation retrieval and document delivery of legal information no longer requires physical, on-site ownership of all legal materials. Site access to legal information at the LMU Duncan School of Law is provided by using a mix of electronic technology, primarily online, and print formats.

Acquisition decisions are made by the LMU Duncan School of Law Library's professional staff using the Detailed Analysis of Subject Collections, *infra* III. Information assets are selected from YBP's GOBI, William S. Hein's electronic green slips, new titles lists from electronic third party vendors (i.e., EBL, NetLibrary, ABC-CLIO, Springer), advertisements, catalogs, publisher's visits, and faculty recommendations. Each new faculty is introduced to the library and given the opportunity to aid the library in collection development to support their curricular, research, and scholarly needs. Faculty members receive targeted Hein e-greenslips and CILP (Current Index to Periodicals) emails, based on their subject interests, and are encouraged to request information assets from the weekly electronic notifications that they receive. Librarians consult with faculty members about potential acquisitions in their subject areas.

In making decisions on acquiring assets for on-site ownership within the scope of these policies, the LMU Duncan School of Law Library professional staff will consider whether:

1. the format of the asset conforms to the general policies on preferred format (*infra* II.G);
2. acquisition of the asset will duplicate currently held assets;
3. access to the requested asset at other libraries in the area; and
4. the anticipated demand for the requested asset as compared to its availability through interlibrary loan

- B. Cooperative Arrangements.** The implementation of this Information Assets Policy takes into account opportunities for cooperative interlibrary loan or interlibrary asset development activity at the local, regional, and national levels. To provide access to information assets not otherwise found in its collections, the LMU Duncan School of Law Library is a member of the Consortium of SouthEastern Law Libraries (COSELL)

and participates in the national OCLC interlibrary loan system.

C. Cancellation. It is inevitable that over the course of time the LMU Duncan School of Law Library will need to consider cancelling access to individual assets. Recommendations for cancellation will be made to the Associate Dean, who will make decisions for cancellation in consultation with the professional staff. Opinions may also be requested from the faculty on particular titles. The following principles will be followed:

1. Cancel the print version of titles available to students and faculty electronically; either freely available through the Internet or part of databases the library or LMU subscribes to, such as LexisNexis, Westlaw, etc.. The library will link to the full-text via the 856 field, as long as this is consistent with the format guidelines, infra II.G.
2. Consider cancelling an item when upkeep costs become a financial burden to the institution. The cancellation decision will be made by the Associate Dean, in consultation with the Dean and faculty, only if: the item is available in electronic format at an affordable cost; the item is not a primary or secondary source; or, the item is not a high demand title.
3. Consider cancelling an item that is not in substantial demand and is not of permanent value.
4. Obtain digital copies of a title is preferred over obtaining the title in print, and reducing the number of copies of a title held in duplicate, or in multiple copies, over canceling single copies of titles that will be useful in the future and may go out of print. An exception is made for core materials that have regular heavy use.
5. Consider cancelling low demand titles that are available through interlibrary loan.

D. Gifts. Gifts will be accepted by the library, if deemed to add to the research value of the collection or if needed to replace worn volumes. Gifts will only be accepted from a donor who agrees to allow the LMU Duncan School of Law Library to handle gifts as the staff sees fit, including selling, recycling, or discarding, if appropriate. Donated items will not be given a value by the library staff. Monetary gifts are welcomed.

E. Duplication. As a general rule, the LMU Duncan School of Law Library purchases a single copy of any material, although duplicate copies of certain core materials may be purchased. Duplicate copies of other than core materials may be purchased if it is determined that there is heavy and continuous use of a title, or if the title should be held

in multiple formats (i.e., print and electronic). The LMU Duncan School of Law Library will purchase duplicate copies in sufficient numbers to maintain an acceptable level of availability in the library.

The Library will not obtain duplicate subscriptions of law reviews and journals in print and electronic formats. The print collection of law reviews and journals will reflect only those titles that are not available in digital format, or that have embargos on the electronic title. The library will only keep the print titles until they become available in electronic format. The Library will not acquire back issues of law reviews and journals, and will not bind the print issues once a volume is completed.

- F. Retention.** The Library's policy is to keep unbound issues of each title on the shelves until it is confirmed that the issues are available in electronic format. This policy will be revised periodically, to consider increasing or decreasing the number of years print issues will be kept.

The Library will keep only the current and previous year of continuations updated on an annual or biannual basis. Exception to this rule will be material considered to be of historical value, in which case the Library will keep all superseded volumes.

- G. Language.** The LMU Duncan School of Law Library purchases assets in the English language. No attempt will be made at the present time to develop a foreign or international law collection in any native language other than English.

- H. Format.** Information available for purchase or lease may be available in one or more formats: online, CD-ROM, book, audio, video, or software. For assets that provide citation, reference or bibliographic access, electronic formats, either online or CD-ROM, are preferred over print. For assets that primarily provide document text delivery, electronic access is the preferred format for materials that allow our primary patrons to easily view the full-text from wherever they may be located, and be able to easily copy the material. The library will look to electronic formats that meet these criteria as the preferred and most efficient format for the law library. The library will not acquire information in micro-format. With the numerous digitalization projects underway by vendors, libraries have the opportunity to build a digital library collection of materials that other, older law libraries have had to purchase in micro-format. The library will monitor the digital initiatives over the next few years to determine if there are any materials in micro-format that are necessary for the library to purchase.

Print books and other print materials will be purchased only if they are not available in an electronic format. To maximize the LMU Duncan School of Law Library's purchasing power, the selection committee may select paperback editions over hard-bound.

III. DETAILED ANALYSIS OF SUBJECT COLLECTIONS

A. Introduction

The major focus of the information available in the LMU Duncan School of Law Library is United States legal materials. The information asset development guidelines are divided into several parts:

1. Core collection;
2. Law subject collections (K);
3. General Reference collection;
4. Tennessee Law collection;
5. State law collections (other than Tennessee);
6. Foreign, Comparative, and International Law;
7. Federal government documents;
8. Tennessee government documents; and
9. Casebooks, Newspapers, and Newsletters

B. Guidelines

1. **Core Collection.** The LMU Duncan School of Law Library Core Collection consists of the core materials identified in Interpretation 606-7 of Standard 606 of the American Bar Association (ABA) Standards for Approval of Law Schools. This portion of the collection includes fundamental primary legal resources, secondary legal resources, and appropriate finding tools for conducting legal research on United States (U.S.) law. The core materials are the most heavily used electronic publications in the LMU Duncan School of Law Library and are available to our students wherever they are, and whenever they require access.

Core materials will include:

- All reported federal court decisions and reported decisions of the highest appellate courts of each state;
- All federal codes and session laws, (in print and on Westlaw, the United States Code Annotated (U.S.C.A), and the United States Code Service (U.S.C.S.) via LexisNexis);
- One annotated code for each state (via Westlaw and LexisNexis, and the Tennessee Code Annotated via Westlaw, LexisNexis, and in print);
- All current published treaties and international agreements of the United

- States (via HeinOnline, Westlaw, and LexisNexis);
- All current published regulations of the federal government (in print and via Westlaw and LexisNexis. The Code of Federal Regulations (C.F.R.) is available in print and online);
- Selected executive and administrative agency decisions, opinions, indexes, and digests (via HeinOnline);
- U.S Congressional materials appropriate to the curriculum (via LexisNexis CIS Congressional Digital collections);
- Corpus Juris Secundum (C.J.S.) (via Westlaw) and American Jurisprudence (Am.Jur.) (via Westlaw);
- South Western Digest and the Tennessee Digest (in print and via Westlaw);
- LegalTrac, Wilson's Index to Legal Periodicals (ILP) (via InfoTrac);
- Restatements of the Law (via Westlaw, HeinOnline, and selected titles in print);
- Uniform Laws Annotated (U.L.A.) (via Lexis) and model acts (via Westlaw and LexisNexis).

2. **Law Subject Collections (K).** Selection of titles for addition to the law subject/treatise collection of the LMU Duncan School of Law Library is guided by the mission statement of the school. Titles are purchased that support the scholarship and research needs of the students, faculty, and the curriculum.

The subject areas of the collection may be divided into two groups, and these groups determine the extent to which new titles will be added. The first group includes works purchased to support student and faculty research, and areas of emphasis on the curriculum (this area will develop over the next few years). The second group includes other basic works purchased to provide general coverage of a subject area.

Titles covering the following subjects fall into Group One, comprehensive coverage:

- **Tennessee Practice and Procedure, and**
- **Curriculum and research support (this section will be expanded as seminar courses and upper division courses are determined by the faculty).**

Titles covering the following subjects fall into Group Two, other basic works for general coverage:

Administrative law	Higher Education law
Admiralty	Immigration
Antitrust	Insurance
Commodities	Intellectual Property
Conflict of laws	Legislation and Statutory History
Constitutional	Mergers, Acquisitions, Takeovers
Consumer	Not-for-profit Corporations
Contracts	Patent law
Copyright law	Products Liability
Corporate Finance	Property
Criminal law	Public Utilities law
Criminal Procedure	Remedies
Customs law	Retirement and Benefit Plans
Damages	Sales
Environmental law	Secured Transactions
Evidence	Securities Regulation
Family law	Sports
Federal Income Taxation	State and Local Government
Financial Institutions	Taxation
Franchising	Torts
Health Care law	Trademarks, Unfair Competition, and Trade Regulation

3. **General Reference Collection.** The LMU Duncan School of Law Library will collect general reference materials that augment the rest of the collection. Reference materials include:

- A. Legal Encyclopedias;
- B. Fact books and compendia (e.g., the World Almanac);
- C. Dictionaries (e.g., Oxford English Dictionary in print and online, and Black's Law Dictionary via Westlaw and in print);
- D. Directories (e.g., Martindale-Hubbell Law Directory via LexisNexis and the Tennessee Legal Directory (in print));
- E. Thesauri;

- F. Idiom and Usage Guides;
- G. Style Manuals (e.g., the Chicago Style Manual and the Texas Law Review Manual on Usage and Style (both available in print)); and
- H. Bibliographies (e.g., Specialized Legal Research Legal Information Buyer's Guide (available in print)).

4. **Tennessee Law Collection.** The LMU Duncan School of Law Library will collect the core materials identified in the Core Collection Library Schedule, Annex II of the A.B.A. Standards for Approval of Law Schools, State in Which the Law School is Located.

These materials include:

- Complete Tennessee Decisions not included in the South Western Reporter;
- All historical state reports of research value;
- Tennessee session laws;
- Tennessee Digest;
- Tennessee Statutes and Codes;
- Tennessee Administrative Code;
- Tennessee Register;
- Tennessee Attorney General Opinions; and
- Selected executive and administrative agency decisions, opinions, indexes and digests.

With respect to secondary sources, the LMU Duncan School of Law Library provides access to at least two copies of all major treatises on Tennessee law (in print and electronic formats), and substantive continuing legal education and seminar materials sponsored by the Tennessee Bar Association. The Law Library will selectively acquire such materials from programs sponsored by other law schools or local bar associations within the state of Tennessee, and will accept donations of such materials. The Law Library will collect all Tennessee law school journals and reviews, state bar journals and newsletters, and such local bar publications as are deemed necessary to the overall Tennessee collection (in print and electronic format).

5. **State Law Collections (other than Tennessee).** The LMU Duncan School of Law Library will collect the core materials identified in the Core Collection Library Schedule, Annex II of the A.B.A. Standards for Approval of Law

Schools, National Materials (States). Such state law collections will include:

- a. **Pre-National Reporter System Reports.** LLMC-Digital has a digitalization project for these reports. The LMU Duncan School of Law will be a member of LLMC-Digital and will have access to these titles as they are digitalized.
 - b. **State Statutes.** The library provides access to all state annotated codes electronically and Tennessee Code Annotated is also in print.
 - c. **Secondary Sources.** The law librarians will work with the faculty to determine other treatises and local practice materials, if any, that should be collected in print.
6. **Foreign, Comparative, and International Law.** The LMU Duncan School of Law Library does not collect foreign law, but it does collect basic treatises in international and comparative law that provides an overview of a particular subject matter. This includes general treatises on the structure of the legal systems in common law countries, such as Canada and Great Britain, workings of the European Community, international courts, and NAFTA.
 7. **Federal Government Documents.** LMU Duncan School of Law Library will collect government publications related to the curricular and research needs of the LMU Duncan School of Law through the purchase of such materials from government and commercial publishers. The library will not be depository, but will use CIS Congressional Digital Collection to build a federal government collection of materials accessible via the Internet.
 8. **Tennessee Government Documents.** LMU Duncan School of Law Library will collect government publications related to the curricular and research needs of the LMU Duncan School of Law through the purchase of such materials from government and commercial publishers.
 9. **Casebooks, Newspapers, Newsletters.** As a general policy, the LMU Duncan School of Law Library does not purchase casebooks unless a casebook is used in a course. Such casebooks will be put on Course Reserve, if requested by the Professor teaching the course. The Law Library will purchase some newspapers in print, such as the Knoxville News Sentinel, but not retain past issues. The Law Library will not purchase newsletters with little lasting research value.

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david.walker@lmunet.edu

EXPERIENCE

Duncan School of Law, Lincoln Memorial University · Knoxville, TN

Information Services Librarian, July 2009 – Present

- Taught in Lawyering Skills program
- Provided reference service to students & faculty
- Participated in faculty liaison program
- Bibliographic instruction to students
- Provided support to students and faculty regarding research tools
- Provided support to students and faculty regarding teaching technologies

Charleston School of Law · Charleston, SC

Reference Librarian, August 2007 – July 2009

- Taught Legal Research & Writing
- Provided reference service to students, faculty & members of SC bar
- Participated in faculty liaison program
- Bibliographic Instruction to students
- Created research guides
- Kept faculty abreast of emerging issues in law
- Assisted the library director in collection development of print materials
- Created forms used for administrative functions of the library
- Attended conferences and meetings

Archibald S. Alexander Library, Rutgers University · New Brunswick, NJ

Reference Assistant, September 2006 – May 2007

- Provided reference service to students, faculty and members of the public at a Humanities and Social Sciences library in a variety of subject areas; involved extensive reference service to patrons using print resources for law and extensive use of a various amount of electronic databases
- Instructed library users on the use of electronic, print, and bibliographic materials available at the library; involved extensive instruction as to the use of government documents in print and in electronic format; and extensive instruction on uses of library catalog and electronic databases in a wide variety of subject areas
- Responded to telephone inquiries regarding reference, administrative, and online library resource trouble-shooting

Superior Court of New Jersey - Middlesex Vicinage · New Brunswick, NJ

Law Clerk to the Honorable Deborah J. Venezia, J.S.C., August 2004 – August 2005

- Performed legal research concerning issues arising throughout the course of litigation utilizing both print and electronic resources
- Discussed questions of law with a Law Division judge
- Drafted memoranda on issues involving questions of law arising from the filing of pre-trial and post-trial motions, municipal appeals, and post-conviction relief petitions on behalf of a Law Division - Criminal Part judge
- Calendared hearings on motions, municipal appeals, and post-conviction relief petitions
- Acted as judge's liaison to attorneys and litigants
- Performed various other administrative duties related to concerns of the judiciary.

United States Department of Justice, Antitrust Division · Philadelphia, PA

Paralegal/Extern, September 2003 – May 2004

- Performed legal and non-legal research
- Drafted memoranda on matters regarding antitrust law, contract law, criminal procedure
- Drafted prosecution memoranda on the behalf of Special Assistant United States Attorneys in regard to matters investigated under the authority and supervision of federal grand juries
- Examined subpoenaed documents
- Aided Special Assistant United States Attorneys in developing trial strategies
- Participated in interviews of witnesses pursuant to federal grand jury investigations and participated in live and telephone conferences

Middlesex County Prosecutor's Office · New Brunswick, NJ

Law clerk/Intern, June 2003-August 2003

- Conducted legal research, primarily using print legal materials
- Drafted motion briefs and answers to post-conviction relief petitions
- Argued municipal appeals before New Jersey Superior Court judges
- Presented cases to Middlesex County grand juries

Middlesex County Prosecutor's Office · New Brunswick, NJ

Law clerk/Intern, June 2002-August 2002

- Conducted legal research on behalf of Assistant Prosecutors
- Drafted appellate brief
- Performed research, primarily using print resources

CRT Support Corporation · South Amboy, NJ

Legal proofreader/court reporter, June 2000 – August 2001

- Proofread transcripts of hearings in N.J. Office of Administrative Law Courts
- Audio recorded depositions for the United States Office of Thrift Supervision and the United States Securities and Exchange Commission
- Logged jobs, communicated with clients, answered phones, aided in evaluation of transcribers' performance, assisted with bookkeeping

East Brunswick Public Library · East Brunswick, New Jersey
Circulation Pag, August 1999 – June 2000

- Helped maintain continual circulation of books
- Prepared materials for interlibrary loan
- Assisted patrons at circulation desk
- Answered telephone inquiries

BAR ADMISSION

Admitted to the State of New Jersey Roll of Attorneys • Attorney ID: 0239722004

EDUCATION

Rutgers University School of Communication, Information and Library Studies
New Brunswick, New Jersey

Masters of Library & Information Science (awarded: January 2007)

Rutgers University School of Law – Camden

Camden, New Jersey

Juris Doctor (awarded: May 2004)

Hofstra University, New College

Hempstead, New York

Bachelor of Arts (major: Humanities, awarded: May 2000)

AREAS OF INTEREST

- Jurisprudence
- Constitutional & Statutory Interpretation
- Religion & the Law
- Administrative Law
- Antitrust & Competition Policy
- Criminal Procedure
- Legal Authority

Ann Walsh Long
Technical Services/Circulation Librarian and Adjunct Professor
Lincoln Memorial University Duncan School of Law Library
601 West Summit Hill Dr., Knoxville, TN 37902
423-869-6814 ann.long@lmunet.edu

PROFESSIONAL EXPERIENCE

07/09 – Present **Lincoln Memorial University, Duncan School of Law Library, Knoxville, TN**

Technical Services/Circulation Librarian and Adjunct Professor

Develop a law library collection with a majority of electronic resources accessible through federated searching databases. Handle acquisitions, accounts, and billing for library vendors. Copy catalog and add holdings to OCLC when contracted vendors are unable to do so. Establish circulation procedures and policies for a library self check-out station for books and CD-ROMs. Provide research as requested, and reference via Windows Live Messenger and in person to both students and faculty. Implement faculty and student training sessions on research databases. Develop PowerPoint presentations and LibGuides to support lectures as part of a three-member team teaching Lawyering Skills I.

02/03 – 06/06 **Fellers, Snider, Blankenship, Bailey & Tippens, P.C., Oklahoma City, OK**

Librarian

Responsible for all aspects of library and information management. Negotiated flat-rate contracts with LexisNexis and Westlaw, doubled the amount of desktop information, reduced the cost of selected West print subscriptions by 50%, and shifted previously unrecoverable CD-ROM expenses to recoverable Westlaw expenses. Revised billing and online computer-assisted legal research recovery policies firm-wide to reduce Firm overhead expenditures and increase recovery. Expanded Library Intranet to include attorney, legal assistant, and secretary web pages; and developed topical resource pages in response to client needs. Created a local Library Catalog and entered Library holdings into OCLC, becoming the only law firm library in Oklahoma with an OCLC presence of approximately 2,000 titles. Managed a print and online budget of \$500,000. Scheduled in-house CLE seminars for attorneys and legal assistants and established certification requirement on LexisNexis and Westlaw for all legal assistants in both offices. Supervised part-time Library Assistants in both offices.

6/98 – 7/02 **West Virginia University College of Law Library, Morgantown, WV**

Reference and Electronic Services Librarian, Associate University Librarian and Professor

Part of a two-member team responsible for providing reference services to nearly five hundred students and faculty members. Offered a weekly series of computer training sessions for students. Provided one-on-one training for faculty in the use of electronic sources. Created legal research guides, software tip sheets, and interactive web tutorials. Scheduled all vendor training for faculty, staff, and students. Supervised four student vendor representatives. Renovated and maintained the College of Law Library web site. Developed and maintained a collection of Legal Research on the Internet links that serve as a tool for introducing students to authoritative legal resources on the Internet and as a starting point for Continuing Legal Education courses on Internet legal research for West Virginia legal practitioners. Taught an annual series of Continuing Legal Education seminars on Internet Legal Research. Promoted from Assistant University Librarian and Professor.

1/96 – 5/98 **Hunton & Williams, Richmond, VA**

Reference/Computer Services Librarian

Conducted reference, research, and interlibrary loan for over five hundred attorneys in the Richmond office. Acted as the Tax and Labor Librarian, responsible for all aspects of the Tax and Labor in-house satellite libraries. Developed and maintained the Hunton & Williams Library Intranet. Organized a list of legal web sites by practice area and jurisdiction available through the Intranet and the Hunton & Williams Internet site. Maintained twenty CD-ROM Folio Infobases on a Wide Area Network reaching eight offices in the southeast. Coordinated training sessions for librarians, attorneys, and support staff for all electronic resources firm wide. Created Microsoft Access databases and reports for tracking library accounts and acquisitions, online expenditures, and satellite and branch library collections. Promoted from Reference Librarian.

- 8/97 – 12/97 **Catholic University of America off-campus site - Old Dominion University, Norfolk, VA**
Adjunct Professor, Information Systems in Libraries and Information Centers
 Taught an introductory core course to students enrolled in the Masters of Library Science program that covered the role of information systems in the storage and retrieval of information. Lectures and assignments included the information environment, library automation, database structure and design, search engines, hypertext markup language, the Internet, and the World Wide Web.
- 1/96 – 3/96 **William & Mary Law School Library, Williamsburg, VA**
Library Technician Assistant, part-time
 Assisted with the conversion to a new automation system, SIRSI. Edited all serial records.
- 7/94 – 12/95 **Environmental Protection Agency/Labat-Garcia, Washington, D.C.**
Head of Reference Services
 Head of a six-member department responsible for fulfilling in-depth research requests for EPA Headquarters employees, including reference, research, and interlibrary loan. Served as the main access point to EPA information for the nation. Wrote a daily newsletter on issues that affect EPA distributed via e-mail to over six hundred listserv subscribers. Evaluated and recommended online services, software packages, CD-ROM products, and reference materials. Involved in all aspects of hiring professional Reference Librarians. Acted as Head Librarian/Coordinator in her absence.
- 11/93 – 7/94 **Office of Water Librarian**
 Fulfilled all water-related reference requests for the Office of Water at EPA Headquarters and the public. Created a weekly e-mail service for EPA staff, monitoring all legislative and lobbyist activity on the reauthorization of the Clean Water and Safe Drinking Water Acts. Produced a monthly newsletter in both paper and electronic media, distributed to over nine hundred recipients. Managed a \$20,000 budget. Copy catalogued Office of Water Library materials.

EXPERIENCE

- 5/93 – 11/93 **Covington and Burling, Washington, D.C.**
Reference Librarian Assistant, part-time
 Part of a four-member department responsible for the provision of information and reference services to over three hundred attorneys in a seventy-two thousand volume library. Conducted online searching in legal and non-legal databases. Facilitated interlibrary loan requests.
- 2/93 – 11/93 **Acquisitions and Accounts Assistant, part-time**
 Expedited new orders and processed invoices. Maintained acquisitions records. Automated forms. Assisted in the completion of an integrated library automation project, TechLib.
- 2/90 – 8/92 **Kirkland and Ellis, Denver, CO**
Library Assistant
 Monitored pending Colorado legislation of interest to the firm. Assisted librarians with reference and research requests. Created an automated system for legal records. Responsible for inactive legal files. Conducted interlibrary loan and document retrieval requests. Supervised loose-leaf filers. Opened and routed mail. Copy catalogued materials for the Denver branch library.

EDUCATION

- 1993 **Master of Science in Library Science, Catholic University of America, Washington, D.C.**
 1989 **Bachelor of Arts in Political Science with extended course work in Biological Sciences, Colorado College, Colorado Springs, CO.**

AWARDS

- 2006 **Presidential Certificate of Merit, awarded to the Publishing Initiatives Caucus (PIC) during my term as Chair by AALL President Claire M. Germain.**
- 2003 **Recipient of West's Excellence in Law Librarianship scholarship for pursuit of a J.D. degree.**
- 2001 **Recipient of the 2001 AALL Spectrum Article of the Year Award for *Get Your Library Ready for Distance Education*, 4 AALL SPECTRUM 12 (2000).**

1999 Lucile Elliot Scholarship recipient for attending the Southeastern Chapter of the American Association of Law Libraries Annual Meeting.

1994-1995 Recipient of three Above and Beyond the Call of Duty (ABCD) awards, Labat-Garcia (EPA).

PUBLICATIONS

- Ann Walsh Long, *Oklahoma Practice Materials: A Selective, Annotated Bibliography*, in STATE PRACTICE MATERIALS: ANNOTATED BIBLIOGRAPHIES (William S. Hein & Co., 2008).
- Ann Walsh Long, *All Press is Good Press: Promote the Profession by Writing for Your Local Bar*, 12 AALL SPECTRUM 6 (April 2007).
- Ann Walsh Long, *Spotlight on Law Librarians: Ann Walsh Long to Law Librarian Blog*, http://lawprofessors.typepad.com/law_librarian_blog/2006/06/spotlight_on_la.html (Oct. 11, 2006).
- Ann Walsh Long, *Legal Research for Librarians vs. Lawyers: Why a Different Approach is Necessary*, 4 infoEdge no.2, (West, 2004).
- Ann Walsh Long, *West Virginia State Author*, in PERMANENT PUBLIC ACCESS OF STATE GOVERNMENT INFORMATION: A STATE-BY-STATE COMPILATION AND RESOURCE GUIDE (A project of the American Association of Law Libraries Government Relations Committee funded by a grant from Aspen Publishing Company, 2002/03).
- Ann Walsh Long, *West Virginia Practice Materials: A Selective, Annotated Bibliography*, in STATE PRACTICE MATERIALS: ANNOTATED BIBLIOGRAPHIES (William S. Hein & Co., 2001).
- Ann Walsh Long, *Training the Generations: Computer-Assisted Legal Research*, 23 RIPS LAW LIBRARIAN 10 (2001).
- Ann Walsh Long, *Can 81 Law Schools Be Wrong? Good Things about Adopting the ALWD as the Primary Citation Manual*, 23 RIPS LAW LIBRARIAN 3 (2000).
- Ann Walsh Long, *Get Your Library Ready for Distance Education*, 4 AALL SPECTRUM 12 (2000).
- Ann Walsh Long, *Review of E-Commerce Law & Policy: The E-Commerce Newsletter for Lawyers*, 19 LEGAL INFORMATION ALERT 9 (2000).
- Ann Walsh Long, *NetMeeting: Solution for Electronic Training and Collection Development*, 10 PLL PERSPECTIVES 6 (1999).
- Ann Walsh Long, *Comparing Congressional Universe and Thomas*, 17 LEGAL INFORMATION ALERT 1 (1998).
- Ann Walsh Long & Richard Leiter, *Direct Deposit from the Information Superhighway: Get Up-to-Speed on Legal E-mail Delivery*, 16 LEGAL ASSISTANT TODAY 42 (1998).
- Ann Walsh Long, *Designing and Managing an Intranet: How to Have Input in the Design Process*, in MANAGING THE LAW LIBRARY 1998 (Practicing Law Institute, 1998).

PRESENTATIONS

- Speaker, "Common Legal Research Mistakes Summer and New Associates Make." Advanced Legal Research Guest Speaker, University of Oklahoma College of Law, February 2007.
- Speaker, "If they only knew... What Law Firms Want/Need Their Associates to Know." Mid America Association of Law Libraries, October 2007.
- Moderator and Coordinator, "Getting to Know You: Increase Your Visibility and Value to Firm Management." American Association of Law Libraries Annual Conference, July 2006.
- Speaker, Moderator, "Recover 100% of Online Research Costs." American Association of Law Libraries Annual Conference, July 2005.
- Speaker, "Add Value to Your Firm: Hire a Law Librarian." Tulsa Association of Legal Administrators Meeting, September 2004.
- Speaker, "Helping Your Patrons Find Basic Legal Information Sources on the Internet." Virginia Libraries Association Annual Conference, October 1999.
- Speaker, "Intranets: Misfire or Milestone?" American Association of Law Libraries Annual Conference, July 1998.
- Speaker, "Designing and Managing an Intranet: How to Have Input in the Design Process." Practicing Law Institute New York, Managing the Law Library, February 1998.
- Speaker, "Intranets as Communication Tools." Virginia Association of Law Libraries Meeting, January 1998.
- Speaker, "Intranets as Communication Tools." Southeastern Chapter of the American Association of Law Libraries Institute and Annual Conference, April 1997.

CONTINUING LEGAL EDUCATION PRESENTATIONS

Fall 2001	West Virginia Legal Research: A Review of the Current Range of Resources (three sessions). West Virginia Continuing Legal Education 2001 Mountaineer Series, Morgantown, WV.
Fall 2000	What's New in Internet Legal Research? (nine sessions). West Virginia Continuing Legal Education 2000 Mountaineer Series, Morgantown, WV.
Fall 1999	Legal Research Using the Internet (six sessions). West Virginia Continuing Legal Education 20 th Anniversary Mountaineer CLE Series, Morgantown, WV.
July 1999	Basic Internet Training. Modern Legal Research: A Comprehensive Two-day Hands-on Workshop for the Legal Assistant. Legal Assistants of West Virginia, Inc., Morgantown, WV.
Fall 1998	Advanced Internet Training (six sessions). West Virginia Continuing Legal Education 1998 Mountaineer Series, Morgantown, WV.
Fall 1997	Surfing the 'Net: What Does this have to do with Helping Our Clients? 1997 Annual Statewide Legal Aid Conference, Virginia Beach, VA.
Fall 1996	Introduction to the Internet, 1996 Annual Statewide Legal Aid Conference, Harrisonburg, VA.
1996-1998	Legal Resources on the Internet. A series of six CLE sessions offered throughout Virginia for attorneys associated with the Virginia Poverty Law Center.

PROFESSIONAL ASSOCIATION ACTIVITIES

2006-2008	Member, Public Relations Committee, American Association of Law Libraries.
2006-2007	Past-President, Oklahoma Law Librarians.
2005-2006	Chair, Publishing Initiatives Caucus, American Association of Law Libraries.
2005-2006	President, Oklahoma Law Librarians.
2004-2005	Member, Publishing Initiatives Caucus, American Association of Law Libraries.
2004-2005	Vice President, Oklahoma Law Librarians.
2003	Co-founder of the Oklahoma Law Librarians (OKLL).
2001-2002	Committee Member, Government Relations, Southeastern Chapter of the American Association of Law Libraries.
2001	Nominated to run for Member at Large, 2002-2003, Southeastern Chapter of the American Association of Law Libraries.
1999-2001	Committee Member, Education and Publications, Southeastern Chapter of the American Association of Law Libraries. <ul style="list-style-type: none">• Added wording to the SEAALL membership form that will designate members who are willing to assist others with questions about researching legislative issues in their state.
1997-1998	Chair, Outreach Committee, Virginia Association of Law Libraries. <ul style="list-style-type: none">• Organized, trained and prepared criteria for three Internet training sessions for attorneys associated with the Virginia Poverty Law Center. Raised \$650 for VALL.
1996-1997	Committee Member, Outreach Committee, Virginia Association of Law Libraries.
1991-1992	Committee Member, Legislative Affairs Committee, Colorado Association of Law Libraries.

PROFESSIONAL MEMBERSHIPS

1992-Current	American Association of Law Libraries (AALL) <ul style="list-style-type: none">• Member of the Private Law Libraries Special Interest Section
2003-2007	Oklahoma Law Librarians (OKLL)
2003-2006	Special Libraries Association (SLA) <ul style="list-style-type: none">• Member of the Legal Division
1996-2002	Southeastern Chapter of the American Association of Law Libraries (SEAALL)
1996-2002	Virginia Association of Law Libraries (VALL)
1998-2002	West Virginia Library Association (WVLA)
1990-1992	Colorado Association of Law Libraries (CoAALL)

Need:
1-15-10 AP

Print Form

Control no.: 0702



Lincoln Memorial University - Contract Checklist

Date 08/18/2009 Originator Ann Long

Contract Ebook Library

Contract prepared/received 08/08/2009

New contract with revisions prepared Attached Purchase Req. # 0005571

Properties Committee approval (if applicable) date _____

Supervisor [Signature]

Forward copy for review to: (Please review, initial, and forward to the next person listed)

Departmental V.P. _____

V.P. for Finance/Operations _____

V.P. for Academic Affairs/Provost (if applicable) _____

Director of Risk Management and Contracts 1-19-10 ok - IT needs to review

Attorney simple agr.

Insurance Agent _____

President B. [Signature] 1-20-10

Other to Shane @ IT - Schneider email - ok 1-20-10

 Mailed/delivered contract for signature _____

Original signed final contract to Finance Office with completed checklist.

Completed and signed copy to: (if applicable)

President _____

Insurance Agent _____

Lessee/Contract Holder _____

Other _____

new # 6160 - gave to AP 1-21-10
purged from the system





Ebook Library

Technology in the service of knowledge

Library Services Agreement

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1 The Parties to this Agreement

This agreement is entered into on the date of the last signature hereto, between

Ebooks Corporation Limited
(ACN 079 960 679)
62 Bayview Terrace, Claremont
Western Australia ("We", "Us", etc)

And

and its Affiliates. ("You", "Your" etc.)

Even though You may have been introduced to us by a third party (distributor, wholesaler, agent, etc.), or may use someone else's network or services to discover, acquire or pay for Ebooks, We are the supplier of Ebooks and related services to You.

2 Recitals (What this Agreement is about)

We specialise in aggregating and distributing published books in digital form, commonly called "Ebooks".

We offer a service which enables libraries to buy Ebooks and then allow their patrons to access the Ebooks via the internet.

You wish to buy Ebooks from Us for the purpose of making the Ebooks accessible to your patrons.

We are willing to sell Ebooks to You for that purpose, on the terms set out in this Agreement.

3 Definitions and Interpretation

For reasons of clarity, this section has to be here – ahead of the body of the Agreement. It is here so that We're able to write the rest of this Agreement in less formal language. For ease of reference, terms that have been defined in this section are capitalised throughout the rest of this Agreement.

3.1 Definitions

In this Agreement, unless the context otherwise requires:

"Access Codes" means any password or membership number provided to Patrons to enable them to access the Ebooks Library Server;

"Access Permissions" means the terms by which Patrons may access the Library Collection as set out in Schedule C;

"Affiliate" means any company controlling, controlled by or under common control with the relevant party where control means direct or indirect ownership of at least 50% of the voting stock or interest in a company or control of the composition of the board of directors;

"Agreement" means this library services agreement and its schedules;

"Archive Permissions" means the functions and usages that are enabled in Ebook files that You obtain from Us for archival purposes, as listed in Schedule E (see section 7.1);

"Chapter" means any chapter of an Ebook;

"DRM" means digital rights management;

"Ebooks" means copyright protected electronic publications including but not limited to literary or other materials, whether published as books, journals or in any other form and includes a reference to a chapter of an Ebook, or separate chapters of Ebooks collected together as an ePack;

"Ebooks Library Server" means the computer or array of computers operated by Us from which Ebooks are accessible and made available for Loan to Patrons;

"ePack" means a group of Chapters from various Ebooks;

"Fees" means the fees for the Service as listed in Schedule B;

"Force Majeure" is where a party ("Affected Party") becomes unable, wholly or in part, by an event beyond its reasonable control to carry out an obligation under this Agreement (other than an obligation to pay money).

"Intellectual Property" means all intellectual and industrial property or other rights (including, without limitation, applications for the grant of or registration of such property or rights) including:

- all copyrights, trademarks, design, patents, Confidential Information, trade secrets or other proprietary rights, whether registered or unregistered or rights to or in any inventions, innovations, registered design or rights to or in registrable designs;
- all technology, technical documents and know-how;
- all design, manufacture specifications and models developed;
- all goodwill and reputation; and
- all and any other rights or benefits whatsoever,

wherever existing or arising and whether created and in existence before or after the date of execution of this Agreement;

"Library Collection" means the aggregate of all Ebooks acquired by You;

"Library Management Portal" means the website to be made available by Us for You to obtain information and usage data on the Service;

"List Chapter Price" means the price for Chapters or sections of an Ebook determined by or recommended by the Ebook's publisher;

"List Price" means the price specified for an Ebook as stated from time to time in Our published price list;

"Loan" means either an on-line or off-line loan of an Ebook forming part of the Library Collection and "Lent" has a corresponding meaning;

"Loan Permissions" means the entitlements that a Patron has under a Loan as listed in Schedule D: "Loan Permissions";

"Patron" means an authorised user of Yours. An authorised user must meet minimum qualification requirements including any of the following:

- the user is enrolled in a course offered by the organisation to which You belong;
- the user is employed by You or the organisation to which You belong or your Affiliate;
- the user resides in the local municipality whose residents You serve, or
- any other method that ensures that access to the Library Collection is limited to the specific user base served by You.

In any event, access will not be allowed to Patrons who simply

- apply online,
- write in for membership or
- are not members or employees of Yours but are members of an associated library.

"Reserve Collection" means Ebooks made accessible by Us on the terms contained in Item 5 of Schedule C;

"Service" means the service provided by Us pursuant to Clause 6;

"Short-Term Circulation" means Ebooks obtained by You and made accessible by Us on the terms contained in Item 4 of Schedule C;

"Term" means the period set out in Clause 13, as may be extended in accordance with Clause 16.3;

"Textbooks" means Ebooks purchased by You and made accessible by Us on the terms contained in Item 3 of Schedule C; and

"We both", etc means each of the parties to this Agreement.

3.2 Rules of Interpretation

Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

Unless the context otherwise requires, a word which denotes (i) the singular denotes the plural and vice versa; (ii) any gender denotes the other gender; and (iii) a person includes an individual, a body corporate and a government.

Unless the context otherwise requires, a reference to:

- a clause or schedule is a reference to a clause or schedule to this Agreement;
- a group of persons includes any one or more of them; and
- a thing or amount is a reference to the whole and each part of it.

A reference to this Agreement includes the recitals of and the schedules to this Agreement and, where amended, means this Agreement as so amended.

References to "You" and "Yours" shall be taken to mean You And Your Affiliates.

Headings must be ignored in the interpretation of this Agreement.

A person includes the trustee, executor, administrator, successor in title and assign of that person.

A reference to a business day means a day other than a Saturday, Sunday or public holiday, during which banks are open for general banking business, according to the following schedule:

- Customers in the Americas: In the city of Portland, Oregon
- Customers in the UK, Africa and Europe: In the city of London, UK
- Customers in Australia and Asia: In the city of Perth, Western Australia.

A reference to \$ or dollars or currency is to US dollars unless otherwise specified.

Where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.

Unless the context otherwise requires, a term of this Agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if required it to be done on or by the next business day.

4 Buying and Renting Ebooks

You may purchase Ebooks from either Us or our authorised distributors at the List Price, to form part of Your Library Collection and You may rent Ebooks from Us for Short-Term Circulation.

Each Ebook that You buy will form part of Your Library Collection and will be held on the Ebooks Library Server by Us and made accessible to You and Your Patrons in accordance with the terms of this Agreement.

Under no circumstances shall You be obliged to purchase or rent any or a minimum number of Ebooks.

5 You are not entering into a license agreement

We are not a publisher, nor do We enter into license agreements with book publishers. Instead, We distribute publishers' books in electronic form on their behalf and with their permission. Therefore, We do not extend a license to You under this Agreement.

The uses to which You and Your Patrons can put Ebooks are defined by:

- prevailing copyright legislation,
- DRM settings in the Ebooks and in Our electronic platforms, as defined in this Agreement; and

- Your undertaking which you give by signing this Agreement that You will not knowingly circumvent DRM settings and that You will not knowingly permit others to do so.

6 Services: Our Obligations to You

We agree to provide the following services to You:

6.1 Choice of Ebooks

We will provide You with online access to Our collection of titles such that You can browse Our catalogue, see metadata and browse Individual books, in order to acquire Ebooks under this Agreement.

6.2 Hosting of Library Collection

We will host Your Library Collection on the Ebooks Library Server, and will allow Patrons to access Your Library Collection via the Internet, and enable Loans to Patrons in accordance with this Agreement.

We are not responsible for providing the Internet connection used by You or Your Patrons to access the Ebooks Library Server.

6.3 We will help you get started

We will provide assistance to You at no additional cost in setting up Your systems to enable You to access the Service.

6.4 Collection Management Portal

For the Term, you will have access to the online Library Management Portal, which gives You a range of tools for managing Your collection of Ebooks.

6.4.1 Reports on usage

For the Term You will have access to an online reporting interface which provides usage data including, without limitation:

Loan permissions remaining for the year (sorted by date range, title, the number of remaining Loan days, publisher and category); usage: by title, by category and browser (on-line) vs. download (off-line);

Short Term Loan: titles rented and dollar amount (date range); and

accounting data: total purchase costs (date range). Note that, where inconsistent or in conflict, the information provided in an invoice will prevail over any information available on-line at the Library Management Portal

6.5 Technical support

For the Term, You will be able to contact Us by email and telephone during the hours of 9am to 5pm (western standard time in Australia; and Eastern Standard and Daylight Savings Time in the United States; and GMT in the United Kingdom and continental Europe), to answer and attend to support or technical queries relating to the Service. Technical support for library staff is generally available during business hours – except on public holidays.

6.6 Quality of Service

We will use Our best endeavours to ensure that the Ebooks Library Servers have sufficient capacity and rate of connectivity to provide You and Your Patrons with a quality of service comparable to current standards in the on-line information provision industry in Your locale; and provide continuous service seven (7) days a week with an average of 99% uptime per calendar year. The 1% down-time includes periodic unavailability due to server maintenance, the installation or testing of software and down-time related to the failure of equipment or services outside Our control.

If Our Service fails to operate in conformance with this Agreement, You should promptly notify Us and We will use our best endeavours to restore access as soon as possible. In the event that We fail to repair the problem in a reasonable time, We will subject to

Clause 15.4.3 reimburse You in an amount that the failure is proportional to the total fees paid by You under this Agreement. We will notify you in writing at least 30 days prior to any planned maintenance procedure that requires that the Ebooks Library Server be offline and unavailable for any period of time.

6.7 Quality of Ebooks

We shall use all reasonable efforts to immediately notify publishers of any errors or omissions in the Ebooks reported to Us. If a corrected Ebook is published, We shall provide the corrected Ebook to You as a no-cost replacement. If a corrected Ebook is not made available within a reasonable time, We shall refund or exchange the incorrect Ebook at Your absolute discretion.

6.8 Confidentiality of User Data

We both agree to maintain the confidentiality of any data relating to the usage of the Ebooks. Such data may be used solely for purposes directly related to the Ebooks and may only be provided to third parties in aggregate form, except where required by law. Raw usage data, including but not limited to information relating to the identity of specific Patrons and/or uses, shall not be provided to any third party.

6.9 Warranties

We warrant, represent and undertake on an ongoing basis that the Services will:

- a) be carried out using all reasonable skill, care and diligence; and
- b) comply with all applicable statutes, regulations, codes of practice, orders and guidelines.

We warrant, represent and undertake that all persons involved in the provision and execution of the Services (or any part thereof) are appropriately skilled, qualified, competent, experienced, trained, licensed and/or approved in the country where the Services are carried out.

6.10 Data Protection

We shall ensure that, in the performance of our obligations under this Agreement, we shall comply at all times with applicable data protection laws, including those that derive from the Data Protection Directive (Directive 95/46/EC).

We acknowledge that We may be required to process personal data (as such term is defined in the Data Protection Directive) in the course of providing the Services. Accordingly We shall, and shall procure that Our employees, and representatives shall:

- a) only process personal data in accordance with Your instructions and only for the purpose of providing the Services;
- b) take appropriate technical and organisational measures to safeguard against unauthorised and unlawful processing of or access to personal data and against accidental loss, alteration or destruction of, or damage to personal data, and ensure that such measures are no less rigorous than those maintained by Us for Our own personal data;
- c) include in any contract with a subcontractor who shall process personal data directly or indirectly on behalf of Us provisions in favour of You which are equivalent to those in this Clause 6.10;
- d) cooperate with any inquiries from a regulatory authority and abide by any advice from such regulatory authority with regard to the processing of personal data; and
- e) promptly notify you about any accidental or unauthorised access which may affect personal data.

7 What You get when You buy an Ebook

When You buy an Ebook from Us, You

- a) get permanent access to the Ebook (except in exceptional cases described in Clause 11),
- b) can display metadata relating to that title in Your catalogue; and
- c) can enable Your Patrons to access the Ebook from the Ebook Library Servers.

The levels of access We provide to Your Patrons are set out in Schedule C.

7.1 Preservation

You can download a permanent archive copy of any Ebook You buy. Archival Ebooks, once downloaded, may be held on Your own equipment and will be accessible and usable in accordance with the Permissions set out in Schedule E, "Archive Permissions". You may print out one full archival copy of an Ebook but this may only be circulated in the event that the Service is no longer available and in any event at the end of the Term. We do not make archival copies available for Ebooks rented on Short Term Circulation.

We will ensure that, at the time of obtaining an Archival Ebook, You are also able to obtain a reader or client program that is suitable for reading the Archival Ebooks that you have obtained.

If You identify errors or omissions in the downloaded archival copy of the Ebooks, You may either download a corrected copy of the Ebooks when available as a no-cost replacement or, if a corrected copy is not made available, receive a full refund.

7.2 Add chapters to Your Reserve Collection

Where allowed by publishers, You can hold one Chapter of each Ebook forming part of Your Library Collection in Your Reserve Collection. Chapters held in the Reserve Collection are subject to special lending restrictions, as described in Schedule C.

7.3 Buy additional Chapters of Ebooks

For each Ebook already part of Your Library Collection, You can buy an additional Chapter of that Ebook, to be held in Your Reserve Collection.

8 Software to be Installed on Patrons' Computers

We both agree that, in order for Patrons to open and read Ebooks, third-party software may first have to be installed on the computers and other reading devices of Patrons and Library Terminals, and that such software requirements may change from time to time. These software requirements are set out in Schedule F: "Software Requirements for Patrons".

We will notify You in writing at least 30 days in advance of any necessary software installations or upgrades.

9 Who may use the Ebooks?

Use of Your Library Collection is limited to Your Patrons. Patrons may only access Ebooks via an authentication protocol agreed upon by the parties, whose purpose is to ensure that only Your properly registered Patrons have such access.

10 What can Your Patrons do with the Ebooks?

Your Patrons can access Ebooks via the Internet, using their own computers or using terminals in Your premises. Exactly what a Patron can do with an Ebook is set out in Schedule C, "Access Permissions" and Schedule D, "Loan Permissions".

Patrons can:

- a) browse an Ebook before checking it out;
- b) search through Your collection of Ebooks and search individual Ebooks;
- c) read an Ebook for check-out periods set by You;
- d) copy and paste limited amounts of text from Ebooks; and
- e) print a limited number of pages from Ebooks.

The limits of these permissions are set out in Schedules C and D.

11 We may have to remove some Ebooks

We reserve the right, in Our absolute discretion and upon written notice to You, to immediately remove an Ebook from the Library Collection and cease the Service with respect to that Ebook if:

- a) removal is requested by the publisher of that Ebook because of reasonable concern on the part of that publisher that the continued hosting of that Ebook by Us might lay the publisher open to liability or damage;
- b) We receive a bona fide request from a government authority to remove that Ebook;
- c) We reasonably believe that the continued hosting of the Ebook would cause liability or damage to Us, Our related companies, directors, officers, employees or agents; or
- d) We reasonably suspect the Loan Permissions in respect of that Ebook are being or have been breached by You or a Patron.

We will notify you of any such removal pursuant to this Clause and We will refund to You the full purchase price paid for that Ebook.

You acknowledge that, in the event that We remove an Ebook from the Library Collection pursuant to this Clause, the refund of the purchase price is sufficient to satisfy Our obligations to You with respect to that Ebook under this Agreement.

12 Costs and Payment

12.1 Costs

You will pay Us:

- a) for Ebooks and other electronic content materials that You acquire in accordance with Schedule A;
- b) a one-time Platform Fee as defined in Schedule B; and
- c) an annual Maintenance Fee as defined in Schedule B.

12.2 Payment

You must pay Us, or Our authorised distributor (where purchase was made through the authorised distributor), for services and electronic content within 30 days of the date of receipt of Our or Our authorised distributors' invoice for the same.

Any Ebook You order will not belong to You until We (or Our authorised distributor) have received full payment for the Ebook. We shall make the Ebooks You order immediately available; any use made of Ebooks prior to the receipt of payment will count against available permissions, as described in Schedule C.

13 Initial Term: 2 years

The Initial Term of this Agreement commences on the date that the last of Us signs this Agreement and continues for a period of 2 (two) years unless this Agreement is terminated earlier in accordance with Clause 16.3.

14 Things will probably change

We both agree that business models for digital distribution services are changing, and the future is uncertain. Accordingly, and in order that We can remain competitive, We both agree that, after consulting with publishers and libraries, We may amend or vary the Access Permissions, Loan Permissions and other usage rules set out in this Agreement and its schedules. Such amendments or variations will not be retrospectively applied to Ebooks that You have already purchased, unless provided otherwise in this Agreement.

We will notify You 90 days in advance of any such changes.

15 Obligations, Liabilities and Indemnities

15.1 Our obligations to You

See Clause 6.0, "Our Obligations"

15.2 Your obligations to Us

15.2.1 Compliance with restrictions

You undertake not to knowingly circumvent DRM settings, nor to knowingly permit others to do so.

You undertake to:

- a) use reasonable endeavours to ensure that Your Patrons are aware of the Loan Permissions that pertain to the use of Ebooks; and
- b) notify Us promptly if You suspect that a Patron may be in breach of the Loan Permissions and remove or terminate that Patron's access to the Service.

15.2.2 Dealing with Patrons who try to breach security

We both acknowledge that We reserve the right to terminate access to the Library Collection by any Patron that We reasonably suspect is in breach of, or has been attempting to breach or circumvent, the Loan Permissions, and You agree to do what is reasonably necessary to prevent access by that Patron where requested by Us.

You acknowledge that, after notification by Us, You are solely responsible for informing the Patron that the Patron's access to the Library Collection has been suspended, and dealing with any disputes with the Patron. In no circumstances will We be responsible or liable to the Patron for the termination of the Patron's access to the Library Collection pursuant to this Clause 15.2.2.

15.2.3 Access Codes

You will use reasonable efforts to ensure that Access Codes provided to Patrons are kept secure and confidential, and You will notify Us if You become aware of any unauthorised use of an Access Code.

You will be responsible for updating Your database of Patrons, providing Access Codes to new Patrons and terminating the Access Codes of persons that are no longer Patrons of Yours.

15.2.4 Personal data

If You provide personal data of Your Patrons to Us, You warrant and represent that such personal data has been legally and validly obtained from the owners of that personal data and that We will be entitled to use that personal data, subject to Clause 6.10, solely to provide the Service and comply with Our obligations under this Agreement.

15.3 Mutual Obligations

We both agree that it is necessary to continually maintain and upgrade security systems in order to inhibit unauthorised access, copying and re-distribution. Accordingly, We will both co-operate in the implementation of security and control protocols and procedures as they are developed during the Term.

15.4 Liabilities and Indemnities

15.4.1 We Indemnify You

We indemnify You from and against all loss, damage, costs and expenses (including reasonable legal expenses) arising out of or in connection with:

- a) Our breach of any obligation under this Agreement;
- b) a breach of any of Our representations, warranties or undertakings contained in this Agreement; or
- c) Our gross negligence or wilful misconduct.

15.4.2 You Indemnify Us

You indemnify Us from and against all loss, damage, costs and expenses (including reasonable legal expenses) arising out of or in connection with:

- a) any deliberate and intentional use of Ebooks by You in breach of this Agreement including but not limited to breaches of the Access Permissions, Loan Permissions and Archive Permissions;
- b) Your deliberate and intentional breach of any of Your obligations under this Agreement;
- c) a deliberate and intentional breach of any of Your representations, warranties or undertakings contained in this Agreement; or
- d) Your gross negligence or wilful misconduct.

15.4.3 Limits to Our Liability

We will use commercially reasonable endeavours to ensure that the Service is free from viruses and similar afflictions but You acknowledge that We do not warrant that the Service or Ebooks will be virus or error free. Upon becoming aware of a virus, worm or similar malicious code, We will take immediate action to remedy the matter.

Other than in respect of any implied terms not permitted to be excluded by law:

- a) We exclude all warranties, express or implied in respect of any Ebooks, the Service or this Agreement, except for those set out herein;
- b) Our maximum aggregate liability in connection with the performance or non-performance of Our obligations under this Agreement (whether for breach of contract, negligence, misrepresentation or otherwise), will not in any circumstances exceed the aggregate amounts paid under this Agreement; and
- c) We will not be liable to You or Patrons for any indirect or consequential damage of any character regardless of the form in which any legal or equitable action may be brought, in respect of the Service or in any way arising out of the circumstances contemplated under this Agreement.

In respect of those implied terms that cannot be excluded by law, Our liability shall be limited, at Our option, to any one or more of the following:

If the breach relates to Ebooks:

- a) the replacement of the Ebooks or the supply of equivalent Ebooks;
- b) the repair of such Ebooks;
- c) the payment of the cost of replacing the Ebooks or of acquiring equivalent Ebooks; or
- d) the payment of the cost of having the Ebooks repaired; and

If the breach relates to Services:

- a) the supplying of the Services again; or
- b) the payment of the cost of having the Services supplied again.

We are not liable for any act by You or Your Patron that is not authorised by Us.

15.4.4 Limits to Your Liability

You will use reasonable endeavours to ensure that Your network is free from viruses and similar afflictions but We acknow-

ledge that You do not warrant that Your network will be virus or error free. Upon becoming aware of a virus, worm or similar malicious code, You undertake to take immediate action to remedy the matter.

Other than in respect of any implied terms not permitted to be excluded by law:

- a) You exclude all warranties, express or implied including (without limitation) those in respect of Your network and Patrons and the ways in which they interact with the Service and Ebooks;
- b) Your maximum aggregate liability in connection with the performance or non-performance of Your obligations under this Agreement (whether for breach of contract, negligence, misrepresentation or otherwise), will not in any circumstances exceed the aggregate amounts paid under this Agreement; and
- c) You will not be liable to Us for any indirect or consequential damage of any character regardless of the form in which any legal or equitable action may be brought, in respect of the Service or in any way arising out of the circumstances contemplated under this Agreement.

You are not liable for any act by Us that is not authorised by You.

15.4.5 Limitation Generally

Nothing in this Agreement excludes or limits either Your or Our liability:

- a) for fraud;
- b) for death or personal injury caused by negligence; or

to the extent that any applicable laws or regulations preclude or prohibit any exclusion or limitation of liability.

16 Other things

16.1 Publisher retains copyright, trademarks, etc

You acknowledge that the copyright and title to the Ebooks and any trademarks or service marks relating to them remain with the publisher of the Ebooks. Neither the Library nor Your Patrons shall have right, title or interest in the Ebooks, except as expressly set out in this Agreement.

16.2 Our Intellectual Property

You do not have and will not acquire pursuant to this Agreement, any right, title or interest in or to Our trade names, trademarks, copyrights, trade secrets, patents or any other of Our Intellectual Property.

16.3 Automatic Renewal and Termination

After the Initial Term, the Agreement will renew automatically for successive one-year periods, subject to termination at any time by either of us on three months' notice in writing to the other party.

16.3.1 Default

A party ("Innocent Party"), may by notice to the other, ("Defaulting Party") terminate this Agreement if:

- a) the Defaulting Party commits a material breach of any obligation under this Agreement which is not capable of remedy or continues to breach any material obligation under this Agreement for 30 days after receiving notice from the Innocent Party of that breach;
- b) an order is made for the winding up or dissolution of the Defaulting Party;
- c) an administrator, a receiver or receiver and manager, official manager, trustee, provisional liquidator or similar officer is appointed for all or any part of the assets or undertaking of the Defaulting Party;
- d) the Defaulting Party enters into, or resolves to enter into, an arrangement, composition or compromise with, or assignment for, the benefit of its creditors generally, or any class of creditors or proceedings are commenced to

sanction such an arrangement, composition or promise;

- e) the Defaulting Party stops payment of or is unable to pay its debts; or
- f) the Defaulting Party ceases to carry on its normal day to day operations.

16.3.2 *Either of us can terminate early*

During The Term, either party may terminate this Agreement on three months' notice in writing to the other party, without having to show cause. If this Agreement is terminated by either party at any time, You will receive a pro-rata reimbursement of the maintenance fees already paid.

16.3.3 *We may terminate if you are inactive*

We may terminate this Agreement on one month's notice in the event that You have not purchased an Ebook for more than 6 months and you have not fully paid the Platform Fee and the annual Maintenance Fee (see Schedule B: "Fees and Terms for Services").

If the Agreement is terminated pursuant to this Clause 16.3.3 parties may agree to the re-commencement of this Agreement upon You making a new addition to Your Library Collection, but We reserve the right to charge You a new set of Fees and not allow the carry forward of any Fees paid previously by You.

To avoid termination of this agreement under this Clause 16.3.3, You may pay the annual Maintenance Fee, even if you have not fully paid out the Platform Fee and have not bought a book for six months. In that case, You and Your Patrons will retain full access to the Services.

16.3.4 *You will still have Access to your Ebooks after termination*

After termination of this Agreement (for whatever reason), subject to the terms of this Clause, We will continue to host, and allow Your Patrons to access, Ebooks forming part of Your Library Collection as at the date of termination, in accordance with the Access Permissions, and grant Loans in accordance with the Loan Permissions.

After termination You will be responsible for:

- a) maintaining and upgrading Your equipment to enable You to continue to access Our Library Service; and
- b) making any necessary additions or removals of Access Codes for Your Patrons.

For the avoidance of doubt, after termination, You will not be entitled to receive the following Services:

- a) Access to Our online catalogue, as described in Clause 6.1;
- b) Access to Our Collection Management Portal, as described in Clause 6.4, and
- c) Technical support in managing your Ebook collection;

but We will continue to provide direct email support to your patrons as set out in Clause 6.5.

16.4 Force Majeure

In the event of a Force Majeure, the Affected Party must give to the other party prompt written notice of:

- a) reasonable particulars of the Force Majeure; and
- b) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.

The relevant obligation, so far as it is affected by the Force Majeure, will be suspended during but no longer than the term of the Force Majeure.

16.5 Sending notices to each other

16.5.1 *In writing*

All notices, requests and other communications to any party under this Agreement must be in writing and must be given to such party at its address as set out in Clause 1, facsimile number or e-mail address specified by the party for that purpose.

16.5.2 *When is a notice deemed to have been sent or received?*

Each notice, request or other communication shall be effective:

if given by facsimile, when the facsimile is transmitted to the facsimile number provided by You, as evidenced by the transmission report; or

if given by any other means, when received at the address provided by you or e-mail server of the addressee.

16.6 Primary contact

Our primary contact with You shall be Your employee, named

_____ whose contact details are as follows:

Email: _____

Tel: _____

You may change the primary contact at any time upon notice to Us.

16.7 Taxes and duties

Any amounts payable by You as stated in this Agreement are stated exclusive of any goods and services tax, value added tax or import duties and You agree to pay such duties and taxes at the rate prescribed by law.

16.8 We can each sign this agreement on separate printed copies

This Agreement may be executed in a number of counterparts and, if so executed, the counterparts taken together constitute one agreement.

16.9 This is the whole agreement

This Agreement embodies the entire understanding and Agreement between Us as to the subject matter of this Agreement.

All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this Agreement are merged in and superseded by this Agreement.

16.10 If any of this is illegal or unenforceable

Any provision of this Agreement which is illegal, void or unenforceable is to be severed without prejudice to the balance of the provisions of this Agreement.

16.11 Assignment

Neither Party may assign their interest in this Agreement without the express written consent of the other, which consent shall not be unreasonably withheld, delayed or conditioned. However, either party may assign this Agreement to its Affiliate or otherwise in connection with the sale of all or substantially all of the assignor's assets in connection with an acquisition or merger or other similar transaction.

16.12 We each cover our own legal costs

The parties must each pay their own legal and other expenses relating directly or indirectly to the negotiation, preparation and execution of this Agreement and all documents incidental to it.

16.13 How this agreement might be amended

This Agreement may only be amended or added to in writing signed by both parties.

16.14 This Agreement is only between Us

This Agreement is between You and Us, and does not confer any rights to Patrons or any other third party referred to in this Agreement.

16.15 Waivers must be in writing

No waiver of any term of this Agreement is binding on a party unless it is in writing and executed by or on behalf of that party. Any such waiver is not a waiver of any other term.


16.16 Governing Law

This agreement shall be governed by and construed in accordance with the laws the laws of the State of Western Australia. Any dispute, if not amicably settled, shall be submitted to the courts of the State of Western Australia.

EXECUTED as an agreement.

SIGNED for and on behalf of Lincoln Memorial University

By its duly authorised signatories


Signature
Dr. A. JAMES DAWSON
Print name

1-20-10
Date

~~_____
Signature

Print name

Date~~

SIGNED for and on behalf of EBOOKS CORPORATION LIMITED
by the authority of its Directors in accordance with section 127 of the Corporations Act

Director signature

Print name

Date

Secretary / Director signature

Print name

Date

17 Schedule A: Fees and Terms for Materials

We sell materials in three forms; namely, Ebook purchase, Short Term Loan and Chapters.

17.1 Ebook Pricing

The publisher sets Ebook prices. For pricing purposes, We distinguish between three classes of book:

- a) Monograph (Non-Linear Lending)
- b) Reference (Unlimited Multiple Concurrent Use)
- c) Text books (Limited Multiple Concurrent Use)

Monographs are available to Patrons on a "non-linear lending" basis. This means that the Ebooks are for limited multiple concurrent use. We recommend that publishers price monographs the same as the print version.

Reference books are available to Patrons for unlimited multiple concurrent use. Publishers typically charge more than the print price for reference Ebooks.

Text books can be lent to three concurrent Patrons. Publishers typically charge more than the print price for online text Ebooks.

For a detailed explanation of the way each of these lending models works, see Schedule C: "Access Permissions".

17.2 Chapter Pricing

The publisher sets the price at which Chapters are sold.

17.3 Short Term Loan

The publisher sets the price at which Ebooks can be "rented" by a library for a short period for a single patron.

Prices are published in Our online catalogue.

18 Schedule B: Fees and Terms for Services

The Service Fees are comprised of a one-time Platform Fee and Maintenance Fees.

18.1 One-time Platform Fee: \$5,000 Incrementally, \$3,000 Up Front

The One-time Platform Fee can either be paid upfront or incrementally as you purchase content. We charge a fee of \$5,000 Platform Fee for the incremental payment option and this is paid on a pay-as-you-go basis by adding 10% to the cost of each Ebook purchased. Once Your Platform Fee payments total \$5,000, there is no more to pay for the Platform Fee. If you choose to pay this Platform Fee incrementally and your subsequent incremental payments do not reach \$5,000, we will not require that you remit any unpaid balance. In other words, you will only ever be required to pay the additional 10% fee on books that you have purchased, even if your incremental payments never reach \$5,000.

We offer a discount of \$2,000 if the Platform Fee is paid upfront, prior to commencement of the Service. If you elect to pay the Platform Fee upfront, You will be invoiced for it when We receive this signed agreement. Payment shall be due within 45 days of the date of receipt of such invoice.

18.2 Annual Hosting/Maintenance Fees: \$750

Commencing one year after the payment of the Platform Fee (either from the date of up-front payment or upon reaching the total Platform Fee incrementally), You will be charged an annual maintenance fee ("Maintenance Fee"). The Maintenance Fee is \$750 and is payable for each year of the Term. The Maintenance Fee shall be paid within 45 days of the date of receipt of

the invoice for the same. Such Invoice to be issued on the anniversary of the payment of the Platform Fee.

The Maintenance Fee will be waived if You spend \$3,000 or more in a calendar year. This will be assessed annually in January, starting one year after the first January after the Platform Fee is paid. I.e. if the Platform Fee is paid on August 10, 2010 then the Maintenance Fee would first be assessed in January 2012.

18.3 Ceasing payment of Platform or Maintenance Fees

If You stop buying Ebooks and stop paying the Fees, you will NOT lose access to the Ebooks You have already purchased.

If You stop buying Ebooks and stop paying the Fees, You WILL LOSE ACCESS to Our Library Management Portal. This means that Patrons will still be able to access the Ebook titles purchased by You but that librarians will no longer be able to provide e-reserve functionality, access system settings or see usage statistics.

To avoid termination of this agreement under Clause 18.3.3 for inactivity, You may pay the annual Maintenance Fee, even if you have not fully paid out the Platform Fee and have not bought a book for six months. In that case, You and Your Patrons will retain full access to the Services. Subsequent purchases would continue to be subject to the 10% price premium until your Platform Fee is fully paid.

19 Schedule C: Access Permissions For Ebooks

19.1 Description of Three Lending Models

Because not all Ebooks are the same, We offer three different lending models for Ebooks. The publisher chooses which lending model to apply to any given Ebook. Alternatively, if You don't want to buy a particular Ebook outright, You might just rent it for a short term. This section summarises the different ways that You can add Ebooks to Your collection.

19.1.1 *Non-Linear Lending applies to most monographs.*

The vast majority of Our books are available on this basis. Non-linear lending ("NLL") allows a number of Patrons to use the same Ebook simultaneously. In this way, You and Your Patrons have flexible access that makes sense in the digital age.

Each NLL Ebook is sold with a "bundle" of 325 loan instances per year. A loan instance is any period of Patron access that is more than the permitted free browsing period and up to 24 hours. Patron usage of Ebooks is monitored by Us. The number of available Loan Instances for an Ebook renews to 325 at the beginning of each year of ownership. If the number of Loan Instances in any given year reaches 325, the book "turns off" unless You buy another copy.

Examples (Assume that You buy an Ebook on 1 July)

To start with, You have 325 loan instances available. If, a year later, only 35 loan instances have been used, then You will still have 290 unused Loan Instances. On 1st July, the number of available loan instances for that Ebook will re-set to 325.

If instead, six months after buying the Ebook, you see that 310 Loan instances have been used, You may consider buying a second copy of the Ebook, to ensure continuous availability to Your Patrons.

You would then have two copies of the same book, one of which has 15 remaining Loan Instances and the other has 325. Having bought the second copy, You will then have a total of 850 available Loan Instances per year for that title.

Confidential: EBL Library Service Agreement

Q. Where did the number 325 come from?

A. It's the best We could negotiate with Ebook publishers.

No-one is certain how business models or technical capabilities for digital book distribution will evolve, and We're determined to be flexible and responsive to the needs of readers and authors, and to emerging technical developments. One of the uncertain factors is *that* number. We don't know if 325 is too restrictive or too wide open – it's unlikely to be just right. In Our contract with You (Clause 14: "Things will probably change") We highlight the possibility of changing this number.

If it's possible to increase the number, We certainly will. Conversely, if it becomes apparent that authors are being impoverished by a model that is so wide open, We may have to tighten it.

In any event, We will not change this or any other access or usage rule without considerable consultation with stakeholders. And no future changes will affect the functioning of Ebooks that You've bought already.

19.1.2 *Unlimited Multiple Concurrent Use is suitable for some reference works.*

Any number of Patrons can access reference works simultaneously. There is no limit on the annual number of Loan Instances for reference works.

19.1.3 *Limited Multiple Concurrent Use is suitable for course text books.*

In this case, usage is limited to three concurrent Patrons. Text books come with 325 annual Loan Instances.

19.2 Short-Term Circulation

Rent Ebooks as an alternative to inter-library loan

The three models described above relate to Ebooks that You buy and own in perpetuity. However, there are times when You need to satisfy a request without buying a copy of the requested Ebook.

Normally You might execute an inter-library loan to fulfil that request. With Our Short-Term Circulation system, you can rent a copy of an Ebook for a fraction of the price – and supply it immediately to the Patron who needs it. Short Term Loan is faster, easier and often cheaper than executing an inter-library loan.

The following pages explain the access and usage permissions available to You and Your Patrons

19.3 Summary of access and usage permissions available to You and Your Patrons

19.3.1 ① *Non-Linear Lending (The lending model that applies to most of our titles)*

An Ebook supplied with NLL access permissions can be used by You under the following terms:

325 Loan Instances	Patrons may borrow the Ebook for an equivalent total of 325 Loan Instances per year. The Ebook may be lent to more than one Patron at a time but the total combined number of loan instances used cannot exceed 325 per year. Where usage reaches 325 instances, You will be denied the ability to lend that Ebook until the end of that year, at which point You will be entitled to another 325 instances for the new year. At any time, You may purchase another copy of the same Ebook and will be entitled to an additional 325 Loan Instances per year.
HTML Preview	Patrons may review metadata, summary and table of contents of an Ebook on-line for an unlimited period.
Free online browsing	Ebook may be viewed on-line by an unlimited number of Patrons for a maximum of 10 minutes once every 24 hours for each Patron. In cases where You have catalogued titles that your library has not yet bought from EBL, Your patrons may view those Ebooks for 5 minutes.
On-line Loans	Any on-line viewing that exceeds the browse period by the same Patron will be deemed to be an on-line Loan ("Loan Instance").
Off-line Loans	A Patron may download an Ebook to their computer for nominated Loan periods. Once downloaded, the Ebook may be transferred by the Patron to two authenticated devices within the allotted Loan period. Unless the Patron has logged in and renewed the Loan, the Ebook will be disabled on their machine(s) once the Loan period has expired.
Reserve collection	Where permitted by the publisher, You will be entitled to place, as a separate holding in Your Reserve Collection, either an entire Ebook or one Chapter of any Ebook. Entire Ebook Placing an entire Ebook into the Reserve Collection removes it from general circulation and makes it available under Reserve Collection permissions (see below). Chapters (Chapters) as a separate holding; or, (ePacks) as part of a group of Chapters, known as an ePack. An ePack is a group of Chapters from various Ebooks that form part of the Library Collection. A limit of 1 Chapter may be included from any one Ebook in an ePack. You may also pay for additional Chapters to be used in an ePack for titles held in their catalogue. Placing Chapter(s) into the Reserve Collection does not remove the Ebook from general circulation. *Note – the above permissions apply per holding per title. If You have 2 copies of the same title, then You have the above reserve permissions for each title. (Two holdings of an Ebook gives You the right to use 1 Chapter from each book or 2 Chapters from that title (either separately or as part of an ePack), each title without removing the book from general circulation).

19.3.2 ② *Unlimited Access (Reference Books)*

Ebooks that are purchased with Unlimited Access permissions can be used by You on the same terms as NLL Ebooks, with the following exceptions:

Usage	Unlimited number of Loan Instances and concurrent Patrons permitted.
Offline Loans	Length of download Loan period is limited to a maximum of 6 weeks per Patron.

19.3.3 ③ *Limited Multiple Concurrent Use (Textbooks)*

Ebooks that are purchased with limited multiple concurrent use access permissions can be used by You on the same terms as NLL Ebooks, with the following exception:

Usage	Maximum of 3 concurrent Loans (whether on-line or off-line) at any one time.
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19.3.4 Short Term Loan (Rental, or "STL")

Ebooks that are supplied on a Short Term Loan basis have very different permissions from those that apply to Ebooks that You purchase outright:

You can acquire an Ebook to lend to a single Patron for one limited-term Loan only. STL Ebooks can be made available to Patrons on either a mediated or non-mediated access basis. STL Ebooks are available for the Patron to either read online or download to their computer. STL Ebooks cannot be made available to more than one Patron.

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Printing	A Reserve Chapter may be printed one time per Patron.
Loan Period	A maximum Loan period of 24 hours and a minimum Loan period of 1 hour.
Preview and Browsing	Reserve items can be browsed/previewed for up to 10 minutes. If copy/paste or print happens then a Loan will be activated.

20 Schedule D: Loan Permissions

This schedule describes what Your Patrons can do with the Ebooks

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In the case of access within the online reader, We monitor actual Patron usage per title and this reduces copy and pasting allowance according to actual usage.

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- a) print and bind a copy of that Ebook for circulation;
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22 Schedule F: Software Requirements for Patrons

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July 16, 2009

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Duncan School of Law Library
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Harrogate, TN 37752
USA

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Sincerely,

A handwritten signature in black ink, appearing to read "Nick Doblack", written over a horizontal line.

Nicholas A. Doblack
Account Specialist
Springer
233 Spring Street | New York, NY 10013 |
USA Tel (212) 620-8413 | Fax (212) 460-1594
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January 1, 2009 December 31, 2009

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11.3 In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions have never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

11.4 Venue for all disputes arising out of and in connection with the performance of this Agreement shall be New York County, State of New York. Regardless of the place of its physical execution, this Agreement is made under, and shall be governed by and construed according to, the laws of the State of New York, United States of America, without regard to that state's principles of conflict of law. Any action with respect to this Agreement may only be brought and maintained in the federal or state courts in New York County, State of New York, United States of America. The parties consent to the jurisdiction of any such court. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL, OBJECTION TO VENUE OR INCONVENIENT FORUM.



Lincoln Memorial University
January 1, 2009 December 31, 2009

11.5 This Agreement, including all attachments appended to it, constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether written or oral. Headings are for convenience only and shall not be considered in interpretation. Where appropriate, the use of the masculine includes the feminine, the use of any includes all, each includes every, the use of the conjunctive includes the disjunctive, and vice versa. Sections 2, 3, 4, 6, 8, 9, 10, 11 and 12 shall survive the expiration or prior termination of this Agreement.

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New York, NY 10013-1578

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Gordon Russell
Associate Dean, Professor of Law and Director of the Law Library
Lincoln Memorial University *Attn: President*
Duncan School of Law Library
Law Library
601 West Summit Hill Dr. *6965 Cumberland Gap Pkwy.*
Knoxville TN 37902 *Arrugate, TN 37752*
E-Mail: gordon.russell@lmu.net
Phone (865) 524-5288 Ext. 7771
Fax: (865) 524-5290

11.9 This Agreement includes the following Attachments, which are incorporated as set forth herein:

- Attachment 1: Pricing Terms and Conditions
- Attachment 2: Description of the Participating Libraries
- Attachment 3: List of the Licensed Materials



Lincoln Memorial University
January 1, 2009 - December 31, 2009

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first written below.

Licensee: Lincoln Memorial University
on behalf of itself and the other Participating Libraries

Signature: [Handwritten Signature]
Name (Printed): RANDY L. SINDRIDGE
Title: VP - FISW4OPS
Date: 6/24/09

Springer: Springer Science+Business Media, LLC.

By: Syed Hasan
Title: President, Sales
Signature: [Handwritten Signature]
Date: 6/24/09



Lincoln Memorial University
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Law Library

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72.159.51.130

Primary/Technical Contact: Gordon Russell

Address: (same as above)

E-Mail: gordon.russell@lmunet.edu

Phone (865) 524-5288 Ext. 7771

Fax: (865) 524-5290

Billing Contact: Director of Accounts Payable and Purchasing

Address: Lincoln Memorial University

Finance Office

P.O. Box 2003

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Y. Lincoln Memorial University
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ATTACHMENT 3: List of Licensed Materials

Attachment 3.1: Subscribed Materials,

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Attachment 3.2: Non-Subscribed Materials

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- American Assoc. of Pharmaceutical Scientists
- Hyphen Press

Request for Access to Certain Public Records Databases on Westlaw (Corporate & Solo Law Firm Subscribers)

WHEREAS Subscriber desires access to additional Public Records Databases on Westlaw;
WHEREAS the Public Records Databases on Westlaw are highly regulated in use and distribution;

NOW THEREFORE, in addition to the certifications that Subscriber has made in its Westlaw Subscriber Agreement with West, a Thomson Reuters business ("West"), specifically the paragraph regarding Usage Restrictions, the undersigned (on behalf of Subscriber) further certifies that:

Subscriber desires to access the following Public Records Databases on Westlaw: PEOPLE-CH and/or CREDIT-HEADER, CREDITHEADER-XX (XX= state abbreviation, e.g. MN)

Subscriber is NOT one of the following types of companies/entities:

- Investigative companies including private investigators and detective agencies Bail Bond Companies
Asset Location Services
Dating Services
Internet People Locator Services
Adoption Search Firms
Diet Centers
Credit Clinics, credit repair companies, and credit counseling firms
Media Agencies, news agencies, and journalists
Future Services (i.e., health clubs, timeshares, continuity clubs, etc.)
Company involved and/or associated with inappropriate adult content web sites and/or adult-type web services.
Business or individual involved in credit fraud or other unethical business practices
Business or individual involved in illegal activity, such as identity theft, harassment or stalking
Library, Association or other entity providing access via Public Terminals
Prison or Correctional Facility
Companies on an Alert List
Businesses Operating out of a residence
Condominium/Homeowners Associations

This list is not allowed to be edited or redlined in any manner due to contractual compliance purposes.

Subscriber's use of the data is limited by the Gramm-Leach-Bliley Act (15 U.S.C.A. 6801 et. seq.) and can only be used for specific non-FCRA (Fair Credit Reporting Act) purposes. Please indicate below (check box) what permitted use(s) will apply to your research needs:

- Compliance with federal, state or local laws, rules & other legal requirements
Fraud prevention
Beneficial interest of the consumer
In accordance with written instruction of the consumer
Skip tracing on collection transaction of a consumer account

Subscriber will only be granted access to Public Records Databases on Westlaw if Subscriber's credentials can be verified in accordance with West's internal credentialing procedures. If at any time Subscriber no longer meets West's credentialing procedures, West may terminate Subscriber's Westlaw Subscriber Agreement and access to Westlaw. Subscriber shall notify West immediately of any changes to the information provided herein including but not limited to change in ownership of Subscriber's company, change in company name or address or change in business type.

SUBSCRIBER (ACCOUNT NAME):

EXECUTED BY:

PRINTED NAME:

TITLE:

DATE:

BUSINESS E-MAIL ADDRESS:

WEST ACCOUNT NUMBER#:

(i.e. 10000000000) {West Internal Use}

Westlaw.

**WESTLAW® TEMPORARY ACCESS AGREEMENT
FOR EDUCATIONAL INSTITUTIONS**

AGREEMENT entered into between Lincoln Memorial University ~~—Brescia School of Law~~ ("Licensee") and West, a Thomson Reuters business ("West") regarding Westlaw, as follows:

1. License.

a. **Grant.** West hereby grants Licensee, at no charge, up to 10 Westlaw passwords and a non-exclusive, non-transferable, limited license to access Westlaw. Westlaw consists of various West-owned and third party databases, services, functions and remotely-accessed gateways (all of which may be referred to as "Features") which may change from time to time. Access to certain Features may be restricted at anytime by West. Licensee is licensed to use data made available to Licensee on Westlaw ("Data," which includes "Downloaded Data" as defined below) solely in the regular course of legal and other research and related work. Certain Features are licensed subject to paragraph 2 below or subject to Additional Terms (as defined below), all of which take precedence over the license granted in this paragraph 1(a). Except as otherwise provided with respect to certain Data, the license includes the right to download and temporarily store insubstantial portions of Data ("Downloaded Data") to a storage device under Licensee's exclusive control solely (i) to display internally such Downloaded Data and (ii) to quote from such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in work product created by Licensee in the regular course of its research and work. Licensee may also create printouts of Data for internal use and for distribution to third parties if such third parties agree not to further distribute the printouts.

b. **Limitations.** Licensee may not copy, download, store, publish, transmit, transfer, sell or otherwise use the Data, or any portion of the Data, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West's prior written permission, or (iii) if not expressly prohibited by this Agreement or by the Additional Terms, as allowed under the fair use provision of the Copyright Act (17 U.S.C. §107). Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Licensee's work product. Licensee shall not sell, license or distribute Data (including printouts and Downloaded Data) to third parties or use Data as a component of or as a basis for any material offered for sale, license or distribution. Use of Data contained in West's Legal Directory to create mailing or marketing lists for commercial purposes or for distribution to third parties is prohibited.

c. **Rights in Data.** Except for the license granted in this Agreement, all right, title and interest in Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors ("Contributors") of Data.

d. **Additional Terms and Conditions.** Certain Features are governed by terms and conditions which are different than those set forth in this Agreement ("Additional Terms"). Licensee will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online or by such other means as West may determine. Additional Terms may be modified effective upon West giving Licensee notice (in writing, online or otherwise) of the modification. By using Features governed by Additional Terms, Licensee agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement.

2. **West-Proprietary Data License.** Licensee may, via Westlaw functionality, direct West to transmit West-proprietary documents (i.e., documents not licensed from third parties) in electronic format to internal user(s) or to a third party who is an individual if such third party agrees not to further disseminate such documents. Licensee acknowledges its responsibility in assuring compliance with the foregoing by any third party to whom Licensee transmits West-proprietary documents pursuant to the preceding sentence. Direct transmission of electronic copies by Licensee is prohibited, except as provided in the electronic brief terms set forth herein. West further grants a non-exclusive, non-transferable, limited license to individual Westlaw users within Licensee entities to store and use West-proprietary Downloaded Data (as defined above) in a searchable database maintained in connection with an ongoing project of the user

("Project Database"). Such database must consist preponderantly of user's work product with access limited to those internal users actively working on the project. The West-proprietary Downloaded Data may be maintained in the Project Database so long as the project remains active or until any termination of the License Agreement, whichever occurs first. Retention of Downloaded Data in a Project Database after the project ends, in an archival database used as a research tool or in a database accessible to external users is prohibited.

3. Westlaw Software and westlaw.com™.

a. **Westlaw Software.** West may make available to Licensee, on a subscription basis, software for use in connection with Westlaw. Such software, including new versions and the accompanying user documentation, may be referred to collectively as "Software." All Software will be licensed to Licensee under a license agreement which will accompany the Software. By using the Software and taking such other action as may be referenced in the Agreement as constituting acceptance, Licensee agrees to be bound by the terms and conditions of the accompanying license agreement. If Licensee does not so agree, Licensee must return any tangible copies of the Software in its possession or control.

b. **westlaw.com.** westlaw.com is an Internet-based service that provides access to Westlaw. West grants Licensee a non-exclusive, non-transferable, limited license to use westlaw.com. Licensee may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of westlaw.com nor may Licensee reproduce all or any portion of the components of westlaw.com. Licensee may use Westlaw Data cached in Licensee's local disk drive solely in support of its use of westlaw.com. Certain software used by Licensee may not be capable of supporting westlaw.com. The performance of westlaw.com varies with the manufacturers' equipment with which it is used.

4. **Disclaimer of Warranties and Limitation of Liability.** WESTLAW, DATA AND SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. EXCEPT AS SPECIFICALLY PROVIDED IN THE APPLICABLE LICENSE AGREEMENTS, WEST AND CONTRIBUTORS SHALL HAVE NO LIABILITY WHATSOEVER TO LICENSEE FOR ANY CLAIM(S) RELATING IN ANY WAY TO THIS AGREEMENT OR THEIR PERFORMANCE HEREUNDER, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT OR NEGLIGENCE. IN NO EVENT SHALL WEST OR CONTRIBUTORS BE LIABLE TO LICENSEE FOR ANY CLAIM(S) RELATING TO LICENSEE'S INABILITY OR FAILURE TO PERFORM RESEARCH OR RELATED WORK OR TO PERFORM SUCH RESEARCH OR OTHER WORK PROPERLY OR COMPLETELY EVEN IF ASSISTED BY WEST NOR SHALL WEST OR CONTRIBUTORS BE LIABLE FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. **Responsibility for Certain Matters.** Licensee shall be responsible for all access to and use of Westlaw, Data and Software by Licensee's personnel or by means of Licensee's equipment or the Westlaw temporary access password, whether or not Licensee has knowledge of or authorizes such access and use.

6. **Reservation of Rights.** West reserves the right to modify the terms and conditions of this Agreement from time to time including, but not limited to, the right to impose access and usage limitations. Such modifications shall be effective immediately upon written notice to Licensee.

7. Limitation of Claims. Except for claims relating to improper use of Westlaw, Data or Software, no claim, regardless of form, which in any way arises out of this Agreement or the use of or inability to use Westlaw, Data or Software may be made, nor action based upon such claim brought, by either party hereto more than one year after the basis for the claim becomes known to the party desiring to assert it.

8. Term and Termination. This Agreement shall become effective upon approval and execution by West in St. Paul, Minnesota and shall continue in force through July 31, 2009 thereafter, unless further extended by oral or written agreement of the parties. Notwithstanding the foregoing, West may terminate this Agreement immediately upon giving written notice of termination to Licensee.

9. Effect of Agreement. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written, relating thereto. West may amend the terms and conditions of this Agreement by giving Licensee written notice thereof. Any other amendment hereto must be in writing and signed by both parties.

10. Notices. All notices hereunder shall be given in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-0833, Attention: Customer Service and to Licensee at the address set forth below.

11. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Minnesota.

12. Other Provisions. Neither this Agreement nor any part or portion hereof shall be assigned, sublicensed or otherwise transferred by Licensee without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby. Failure of either party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and shall not constitute a part hereof.

West, a Thomson Reuters business

By: _____

Title: _____

Date: _____

In-house Contact

Name: Jennifer Jambor

Cost Center: 36950

Notes: WL COMP 76 - EDUCATIONAL

Service #: 30301175/30300175

Licensee

By (signature): 

Name (please print): Randy L. Eldridge

Title: Vice President Finance/operation

Date: 5-20-09

Firm/Company Name: Lincoln Memorial

Address: 6965 Cumberland Gap Pkwy. ^{University}

Box 2003 Harrogate, TN 37752

Telephone: 423-869-3611

Contact: Gordon Russell

4/30/09

Westlaw[®] Subscriber Agreement

Lincoln Memorial

Westlaw

AGREEMENT entered into between University ("Subscriber") and WEST, a Thomson Reuters business ("West") regarding Westlaw, its computer assisted legal research service, as follows:

1. License.

a. Grant. Subscriber is granted a non-exclusive, non-transferable, limited license to access Westlaw. Westlaw consists of various West-owned and third party databases, services, functions and remotely-accessed gateways (collectively "Features") which may change from time to time. Access to certain Features may be restricted. Subscriber is licensed to use data made available on Westlaw ("Data," which includes "Downloaded Data" as defined below) solely in the regular course of legal and other research and related work. Certain Features are licensed subject to paragraphs 2 through 4 or subject to "Additional Terms" (as defined below), all of which take precedence over the license granted in this paragraph. Except as otherwise provided with respect to certain Data, the license includes the right to download and temporarily store insubstantial portions of Data ("Downloaded Data") to a storage device under Subscriber's exclusive control solely (i) to display internally such Downloaded Data and (ii) to quote and excerpt from such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work product created by Subscriber in the regular course of its research and work. Subscriber may also create printouts of Data for internal use and for distribution to third parties for purposes that are consistent with the terms and conditions of this Agreement if such third parties agree not to further distribute the printouts. Subscriber may, on an occasional basis and via Westlaw functionality, direct West to transmit individual documents in electronic format to individual internal user(s). Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms of paragraph 2 herein.

b. Limitations. Subscriber may not copy, download, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell or otherwise use the Data, or any portion of the Data, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West's prior written permission, or (iii) if not expressly prohibited by this Agreement or by the "Additional Terms", as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Subscriber's work product. Subscriber shall not sell, license or distribute Data (including printouts and Downloaded Data) to third parties or use Data as a component of or as a basis for any material offered for sale, license or distribution.

c. Rights in Data. Except for the license granted in this Agreement, all rights, title and interest in Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors ("Contributors").

d. Additional Terms. Certain third-party Features are governed by terms and conditions which are different from those set forth in this Agreement ("Additional Terms"). Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online. Additional Terms may be modified effective upon West giving Subscriber notice (in writing or online) of the modification. By using Features governed by Additional Terms, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement.

2. West Proprietary Data. Subscriber may, via Westlaw functionality, direct West to transmit West-proprietary documents (i.e., documents not licensed by West from third parties) in electronic format to internal user(s) or to a third party who is an individual if such third party agrees not to further disseminate such documents. Subscriber acknowledges its responsibility in assuring compliance with the foregoing by any third party to whom Subscriber transmits West-proprietary documents pursuant to the preceding sentence. Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms set forth herein. West further grants a non-exclusive, non-transferable, limited license to individual Westlaw users within Subscriber entities to store and use West-proprietary Downloaded Data (as defined above) in a searchable database maintained in connection with an ongoing project of the user ("Project Database"). Such database must consist predominantly of users' work product with access limited to those internal users actively working on the project. The West-proprietary Downloaded Data may be maintained in the Project Database so long as the project remains active or until any termination of this Agreement, whichever occurs first. Retention of Downloaded Data in a Project Database after the project ends, in an archival database as used as a research tool or in a database accessible to external users is prohibited. West further grants to Subscriber a limited, non-exclusive, non-transferable license to include West-proprietary Downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such West-proprietary Downloaded Data in connection with or as part of a brief is limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. Any further distribution is prohibited without written permission of West. West-proprietary Downloaded Data included in such briefs must retain West copyright notices and indicate that use of, distribution and dissemination to the permitted parties is with the permission of West.

3. West Legal Directory™. Subscriber may use Data contained in West Legal Directory ("WLD") internally in the regular course of Subscriber's business. Subscriber may also create printouts of insubstantial portions of Data consisting of individual WLD listings or selected names and addresses for its own use. Use of WLD to create mailing or marketing lists for commercial purposes or for distribution to third parties is prohibited.

4. Usage Restrictions. Subscriber shall not use any Data and shall not distribute any Data to a third party for use in a manner contrary to or in violation of any applicable federal, state, or

local law, rule or regulation. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b). Subscriber acknowledges that access to certain Data available on Westlaw, including but not limited to credit header Data, motor vehicle Data, driver license Data, and voter registration Data is regulated by state or federal laws, such as the Gramm Leach Bliley Act ("GLBA"), the Driver's Privacy Protection Act ("DPPA"), or other state or federal laws and regulations, or is subject to Contributor restrictions. Subscriber agrees not to access such Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to Contributor restrictions. West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, believes that the Data may be used for an improper purpose or otherwise in violation of the terms of this Agreement, or that the terms of West's Contributor agreements requires West to block such access. By accessing Data, Subscriber acknowledges that from time to time, West and its Contributors and/or various government entities may require Subscriber to identify a permissible use and may inquire as to Subscriber's compliance with applicable laws or this Agreement. Subscriber agrees to cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

5. Charges and Modification of Charges. Charges payable by Subscriber for access to Westlaw ("Westlaw Charges") will commence on the date West processes Subscriber's order. Westlaw Charges will be as stated in the Schedule A Price Plan elected by Subscriber or as otherwise agreed upon in writing by the parties. Westlaw Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online. Charges are exclusive of sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days from date of invoice. If full payment is not made, Subscriber may be charged up to the maximum legal interest on any unpaid balance.

6. Westlaw Software and westlaw.com™.

a. Westlaw Software. West may make available to Subscriber, on a subscription basis, software for use in connection with Westlaw. Such software, including new versions and the accompanying user documentation, may be referred to collectively as "Software." All Software will be licensed to Subscriber under a license agreement which will accompany the Software. By using the Software and taking such other action as may be referenced in the Agreement as constituting acceptance, Subscriber agrees to be bound by the terms and conditions of the accompanying license agreement. If Subscriber does not so agree, Subscriber must return any tangible copies of the Software in its possession or control.

b. westlaw.com. westlaw.com is an Internet-based service that provides access to Westlaw. West grants Subscriber a non-exclusive, non-transferable, limited license to use westlaw.com (including all versions and updates). Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of westlaw.com nor may Subscriber reproduce all or any portion of the components of westlaw.com. Subscriber may use Data cached in Subscriber's local disk drive solely in support of its use of westlaw.com. Certain software used by Subscriber may not be capable of supporting westlaw.com. The performance of westlaw.com varies with the manufacturers' equipment with which it is used.

7. Disclaimer of Warranties and Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ANY SCHEDULE OR LICENSE AGREEMENT, WESTLAW, FEATURES, DATA, SOFTWARE AND WESTLAW.COM ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S, ITS AFFILIATES AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO WESTLAW, FEATURES, DATA, SOFTWARE OR WESTLAW.COM WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF WESTLAW CHARGES PAID BY SUBSCRIBER RELATIVE TO THE SPECIFIC FEATURE (i.e., DATABASE, SERVICE, FUNCTION OR GATEWAY), THE SOFTWARE OR WESTLAW.COM, AS APPLICABLE, WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON DATA; (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT OR USE OF, OR INABILITY TO USE, WESTLAW, FEATURES, DATA, SOFTWARE OR WESTLAW.COM, EVEN IF WEST, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (iii) THE PROCURING, COMPILING,

INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING DATA. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO WESTLAW WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF WESTLAW ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA.

8. Responsibility for Certain Matters. Subscriber may access Westlaw from additional Subscriber locations upon prior notice of such location. Subscriber is responsible for notifying West in writing of persons to whom Westlaw passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of Westlaw passwords. Subscriber is also responsible for all access to and use of Westlaw, including Features, Software and westlaw.com by Subscriber's personnel or Westlaw passwords, whether or not Subscriber has knowledge of or authorizes such access and use.

9. Limitation of Claims. Except for claims relating to Westlaw Charges or Improper use of Westlaw, Features, Software or westlaw.com, no claim, regardless of form, which in any way arises out of this Agreement, may be made, nor such claim brought, under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

10. Term and Termination. This Agreement will become effective upon approval and acceptance by West in St. Paul, Minnesota, and will continue in force until terminated by either party upon at least 30 days prior written notice of termination to the other party; provided, however, that this Agreement may not be terminated prior to one year after the date Subscriber first accesses Westlaw unless otherwise provided in a Special Offer Amendment to the Westlaw Subscriber Agreement. Notwithstanding the foregoing, (i) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (ii) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation, this Agreement or may result in a risk to public safety, including but not limited to the safety of private individuals; (iii) Subscriber may terminate this Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under paragraphs 1(d) and 11) which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber; and (iv) either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

11. Effect of Agreement. This Agreement (which includes all current and future Schedules, Additional Terms and license agreements and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written or online notice. Any other amendment must be in writing and signed by both parties.

12. Force Majeure. West's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

13. Notices. Except as otherwise provided herein, all notices must be in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to Subscriber at the address set forth below.

14. General Provisions. This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement. West, as used herein, applies to West Publishing Corporation, Thomson Legal & Regulatory Applications Inc., West Services, Inc. and their affiliates.

15. Ideas and Concepts. Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that Subscriber provides to West regarding Westlaw, westlaw.com or Westlaw Software shall become the exclusive property of West and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to Subscriber.

SUBSCRIBER
 Signature Randy L. Eldridge
 Name (please print) Randy L. Eldridge
 Title V.P. Finance/Operations
 Date 5-20-09
 Firm Name Lincoln Memorial Univ. ety
 Address 6965 Cumberland Gap Pkwy.
Box 2003 Harrogate, TN 37752
 Contact Gordon Russell
 Telephone 423-869-3611
 Sales Representative _____

Westlaw PASSWORDS (optional) - Attach list for additional names.

NAME	PASSWORD ATTORNEY		
	ISSUE	YES	NO
Please Print (last, first)			

Contact: _____
 E-mail for password delivery: _____

If Subscriber is a non-Westlaw Special Offer subscriber, the applicable Schedule A Price Plan _____ (must be completed) is attached hereto.

Schedule A to Westlaw[®] Subscriber Agreement

Plan 4 Law School Service



Available only to law schools located inside the United States.

1. Authorized Use

A. Authorized Use

Subscriber shall be entitled to unlimited Authorized Use (as defined below) of certain Westlaw databases, services and Features ("Authorized Use") during the period from July 1 of each year through June 30 of the following year (the "Academic Year"). "Authorized Use" shall mean use solely for educational purposes by Subscriber's faculty, administration and staff ("Personnel") and students. Any other use is strictly prohibited.

B. Annual Charge

Subscriber shall pay an annual usage charge for Authorized Use ("Annual Charge"), billed in twelve monthly installments as set forth below. The Annual Charge shall be determined by multiplying the number of Subscriber's full-time equivalent students ("FTEs") by the applicable dollar amount. Subscriber's FTEs shall be based upon the enrollment figures for the fall semester of the prior Academic Year, as published by the American Bar Association or as provided by Subscriber. Full-time students shall count as one FTE and part-time students shall count as .67 FTE. Students enrolled in post-JD programs shall be included in Subscriber's FTE.

The Annual Charge shall be determined by multiplying the number of FTEs by \$71.54 with a minimum Annual Charge of \$15,504.30 and a maximum Annual Charge of \$60,966.68. Subscriber shall be responsible for communications charges and consumables (e.g. paper and toner cartridges) for attached printers and communications charges associated with Subscriber's Westlaw access.

2. Passwords

West may make individual passwords available to certain categories of Subscriber's personnel and students such passwords shall be used only for Authorized Use. West reserves the right to require such personnel and students ("Users") to enter into separate user agreements, which agreements may include restrictions on use in addition to those set forth herein.

3. Training

Each of Subscriber's Personnel who will use or instruct others in the use of Westlaw and each of Subscriber's students who will supervise or instruct other students in the use of Westlaw must complete a basic Westlaw training session to be provided without charge. Training may be provided either in person or via the telephone.

4. Responsibility for Certain Matters

Subscriber shall be responsible for all access to and use of Westlaw, Data, Westlaw Features and Westlaw Software by Subscriber's Personnel and students or by means of Subscriber's equipment or passwords issued to Subscriber or Users hereunder, whether or not Subscriber has knowledge of or authorizes such access and use. All such access and use shall be governed by the terms and conditions of the Subscriber Agreement between Subscriber and West. Subscriber shall notify West of any Users who are no longer affiliated with Subscriber.

5. Reservation of Rights

West reserves the right to modify the terms and conditions of this Agreement and any separate user agreement under which Users access Westlaw from time to time, including, but not limited to, the right to restrict access to certain Westlaw databases, services and Features or to impose usage or other limitations.

Note:
Temporary Access Agreement is free through June 30. Then, annual fee of \$15,504.30 will be charged.

Serials Solutions Terms and Conditions

If you are the representative of your institution or organization, all references to "you" in this Agreement refer to the entity that you represent. By accessing or using the product(s) you agree that you and your Authorized Users are bound by these terms and conditions.

1) License:

- a) Subject to the terms of this Agreement, Serials Solutions ("Serials Solutions"), a business unit of ProQuest LLC, hereby grants you a non-exclusive, non-transferable license to have access to and use the on-line or electronic format-based products and services including but not limited to any reports, updates and other materials provided by Serials Solutions to you as listed in the attached Order Form, attached invoice or accepted purchase order (the "Services"). You do not acquire any ownership interest or rights in the Services and associated materials and all such rights and interests remain in Serials Solutions and its licensors. This License is granted to you at your principal location for the type(s) of access as specified on the Order Form and any authorized sites or users as defined below.
- b) The Services are licensed solely for you and your Authorized Users' internal use. The term "Authorized User" means: (1) you at your principal location and any branch libraries that share a single collection of full-text electronic format journal holdings through a common database subscription; (2) you and any of your branch libraries that share identical access interfaces through the Services and (3) with respect to products intended for use directly by patrons, "Authorized Users" means employees, independent contractors and other temporary workers while performing duties within the scope of their employment or assignment with your organization as well as customary and usual library patrons. As used herein, the phrase "customary and usual library patrons" means - (a) for public libraries: library staff, individual residents of a reasonably defined geographic area in addition to walk-in patrons while on-site; and (b) for schools and academic institutions: currently enrolled students, faculty and staff in addition to walk-in patrons and visiting scholars while on-site. You may provide remote access to the Services to Authorized Users through the use of IP address verification or other secure method of user verification. You will immediately notify Serials Solutions if you believe one or more of your secure access method(s) is being misused.
- c) You will limit use to the customary services provided to your patrons and staff. Except for providing public access to your catalog holdings, you will not re-distribute the materials retrieved from the Services or provide access to the Services to other libraries or third parties either directly or indirectly, unless specifically authorized by Serials Solutions. You will not publish, broadcast or sell any materials retrieved through the Services or use the materials in any manner that will infringe the copyright or other proprietary right of Serials Solutions or its licensors. You represent and warrant to Serials Solutions that you will not use the Services or any material retrieved from the Services to create products or perform services which compete or interfere with the products or services of Serials Solutions or its licensors without express permission from Serials Solutions. You may not use the Services to execute denial of service attacks nor may you perform automated searches against Serials Solutions' systems to the extent such searches unduly burden such systems (including, but not limited to automated "bots", link checkers or other scripts). You may not use the Services to violate the terms and conditions of use applicable to other licensed databases.

2) **Services and Your Cooperation.** You will be responsible for cooperating with Serials Solutions by providing information that is reasonably necessary in order for Serials Solutions to deliver the Services or any component of the Services to you. Serials Solutions shall use this information solely to provide the Services to you and to inform you of additional or new Services available from Serials Solutions. You may make changes to the kinds of reports you receive by making adjustments within Serials Solutions' online client center. You may request modifications to the scope of any of the Services you receive by submitting your request to Serials Solutions in writing detailing your requested changes.

3) **Servers.** Serials Solutions will use commercially reasonable efforts to provide those products and services hosted on Serials Solutions' servers on a continuous basis and free from viruses or other harmful software. Neither Serials Solutions nor its licensors shall be liable or deemed in default of this Agreement for any failure or delay or interruption in the on-line Services or any failure of any equipment or telecommunications resulting from any cause or circumstance beyond the reasonable control of Serials Solutions.

- 4) **Fees and Payments.** You will pay the fees for the Services as shown on the applicable Order Form, attached invoice, or accepted purchase order. You will pay the fees for the Services within thirty (30) days of your receipt of the Serials Solutions invoice.
- 5) **Term and Termination.**
 - a) For subscription based Services, this Agreement shall continue until the Expiration Date listed on the Order Form, an attached invoice or an accepted purchase order to this Agreement or, if the subscription is renewed, until the new Expiration Date. The license granted under this Agreement shall continue for the term specified unless earlier terminated upon your breach of this Agreement. Serials Solutions may suspend delivery of Services to you if you fail to comply with your obligations under this Agreement and Serials Solutions can pursue any other legal remedy available to it.
 - b) You may retain the most recent version of any data supplied in electronic format (whether FTP, CD-ROM or other form of delivery) to you during your subscription term. All use of the data after subscription expiration is subject to the license granted under this Agreement. If you breach any term of this Agreement, Serials Solutions may, in addition to its other legal rights and remedies, terminate the license granted and upon written notice of such termination you shall certify the destruction of all copies of the Product(s) in your possession, including the data as well as any downloaded copies of any reports, software or other materials provided by Serials Solutions.
- 6) **Proprietary Rights.** All intellectual property rights, including without limitation, trade secrets, copyrights and patent rights to any software, materials, databases or hardware supplied to you by Serials Solutions will remain the sole property of Serials Solutions or its licensors, and no title or license right is granted to you except as expressly set forth in this Agreement.
- 7) **Additional Materials.** From time to time during the term of this Agreement, Serials Solutions may add, delete or modify information, databases, materials, capabilities or services to the Services. All such information, databases, materials, capabilities and services shall be subject to the terms and conditions of this Agreement at the time they are added to the Services.
- 8) **Hardware and Software.**
 - a) Serials Solutions may designate that certain hardware and software are capable of operating compatibly with the Services, but such designation means only that the hardware or software appears to meet the necessary requirements of the Services. SERIALS SOLUTIONS SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR DETERMINING THE COMPATIBILITY OF ANY HARDWARE OR SOFTWARE NOT SUPPLIED BY SERIALS SOLUTIONS WITH THE PRODUCTS AND PROVIDES NO WARRANTY WITH RESPECT TO THE OPERATION OF SUCH HARDWARE OR SOFTWARE WITH THE PRODUCTS.
 - b) You are responsible for local telecommunication connections if they are needed and the charges therefore.
- 9) **Limited Warranty and Disclaimer of Warranty.** Serials Solutions warrants that it has all rights necessary to enter into this Agreement and to provide the Services to you.
EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, THE PRODUCTS AND ALL EQUIPMENT AND SOFTWARE PROVIDED BY SERIALS SOLUTIONS TO YOU ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR DAMAGE OR DELETED DATA FROM ANY LIBRARY OPAC OR OTHER SYSTEM. WITHOUT LIMITING THE FOREGOING, NEITHER SERIALS SOLUTIONS NOR ANY PROVIDER OF INFORMATION OR SOFTWARE IN THE PRODUCTS WARRANTS THE USE OF THE PRODUCTS OR THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR MAKES ANY WARRANTY AS TO THE AVAILABILITY OF THE PRODUCTS, THE ACCURACY, TIMELINESS OR COMPLETENESS OF THE INFORMATION OR THE RESULTS OF LICENSEE'S USE OF THE PRODUCTS, THE SOFTWARE OR THE PRODUCTS, EVEN IF ASSISTED BY SERIALS SOLUTIONS.
- 10) **Limitation of Liability.** THE MAXIMUM LIABILITY OF SERIALS SOLUTIONS AND ITS LICENSORS, IF ANY, UNDER THIS AGREEMENT, OR ARISING OUT OF ANY CLAIM RELATED TO THE PRODUCTS, FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY SERIALS SOLUTIONS FROM YOU HEREUNDER IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL SERIALS

SOLUTIONS OR ITS LICENSORS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF THE PRODUCTS OR SERIALS SOLUTIONS'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF WHETHER SERIALS SOLUTIONS OR ITS LICENSORS ARE NEGLIGENT. YOU ACKNOWLEDGE THAT THE FORGOING LIMITATION OF LIABILITY REPRESENTS BARGAINED-FOR ALLOCATIONS OF RISK, AND THAT SERIALS SOLUTIONS' FEES, CHARGES AND COSTS HEREUNDER REPRESENT ALLOCATIONS OF SUCH RISK.

11) **Miscellaneous.**

- a) **Assignment.** You may not assign this Agreement or any right granted hereunder without the prior written consent of Serials Solutions, which consent shall not unreasonably be withheld.
- b) **Taxes.** You are responsible for any sales, use, VAT, personal property or other local taxes (except those based on Serials Solutions' income) or import duties imposed on the Services.
- c) **Waiver.** Failure of either party to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce any such or other provisions of this Agreement.
- d) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter and supersedes any and all previous and contemporaneous understandings or agreements between the parties with respect to the same subject matter. The terms of your Purchase Orders, if any, are for your convenience and do not supersede any term or condition of this Agreement. The translation of this Agreement, if any, is for your convenience. In the event of any conflict of interpretation, the English language version shall control.
- e) **Severability.** If any provision of this Agreement is found invalid or unenforceable pursuant to a decree or decision of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- f) **Governing Law.** The Agreement shall be construed according to the laws of the State of Michigan, without application of its conflict of laws provisions.
- g) **Effective Date.** This Agreement shall be effective on the Subscription Start Date listed on the Order Form or, for on-line Services, as of the first date on which access to any part of the applicable Services is provided to you, including the date upon which access is provided to you for the purposes of beginning any customization and/or implementation as may be necessary to allow use of the particular Service by or for the benefit of your Authorized Users.
- h) **Confidentiality.** You hereby acknowledge that in the course of activities under this Agreement you may have access to non-public and proprietary information which relates to Serials Solutions' marketing, business, and technology (the "Confidential Information"). You agree to:
 - a) preserve and protect the confidentiality of Solutions' Confidential Information;
 - and
 - b) refrain from using Serials Solutions' Confidential Information except as contemplated herein.

AquaBrowser Library Software & Services Agreement
For Lincoln Memorial University ~~School of Law~~
Project Code: LMU1

This AquaBrowser Library Software and Services Agreement, including the attached Price Quote and the Medialab AquaBrowser End User License ("EULA") provided separately (collectively, this "Agreement") is between Medialab Solutions BV ("Medialab") with offices at Modemstraat 8, 1033 RW Amsterdam, The Netherlands, a subsidiary of R.R. Bowker LLC, with offices at 630 Central Avenue, New Providence, New Jersey 07974, United States on the one hand, and Lincoln Memorial University ~~School of Law~~, 6965 Cumberland Gap Parkway, Harrogate, TN 37752 (the Customer) on the other hand.

This Agreement describes the license, implementation, support and maintenance of AquaBrowser Library ("ABL") offered to Customer by Medialab according to the following project details and project deliverables ("Project"):

Project Components

By its signature below, Customer orders the Project and acquires the right to use ABL software as described in the EULA. Medialab provides installation, training, and other components and/or implementation services itemized in the attached Order Confirmation. Ongoing software support and maintenance services are provided on an annual basis.

Project Procedure

When ABL is hosted at Customer site, Customer makes its server available for Medialab to log in via Remote Desktop. Medialab then verifies the server, installs ABL software components, imports a copy of the library catalog into ABL and indexes it on the ABL server. Profile and other details provided by Customer are entered in the system. The first deliverable is a "proofing site" which contains the library's bibliographic data. Once the proofing site is delivered, the settings per the library's completed Implementation Workbook will be configured. The final delivery consists of a fully functioning implementation according to Customer specifications in the Implementation Workbook. The Customer is free to launch the ABL website any moment after final delivery for live operation.

Technology and Design

Medialab makes use of the latest versions of ABL core technology components. ABL takes full advantage of Windows Server technology. The ABL web application supports all commonly used web browsers, including Internet Explorer, Safari, Firefox, etc. ABL uses Flash to display an animated word cloud; where Flash is not installed ABL displays a simple text version of word suggestions. The user interface is optimized for common screen resolutions of 1024x768 or larger.

Hardware Requirements:

Hosting services provided by Serials Solutions as specified in Price Proposal and Signed Order Confirmation.

Project Management

A Project Manager from the AquaBrowser North America team will be assigned to the library. The library's project will be managed through GroupHub, AquaBrowser's web-based implementation tool.

Project Deliverables

Stage 1: Project start. At order signature, if ABL is hosted at Customer site, Customer makes its server available for Medialab to log in via Remote Desktop. Server verification, ABL software components installation, importing a copy of the data sets and/or library catalog into ABL and indexing.

Stage 2: First Deliverable. MARC data is provided by the library and loaded according to AquaBrowser best practices for the library's type and size.

Stage 3: Final Delivery. Final profile and parameter configuration per the library's completed Implementation Workbook. Installing and tuning of all components. Review, fine-tuning, profile and parameter decisions. The process is done in close cooperation with Customer. Training for library public service and cataloging staff; training for library system administration and operations staff.

Remote Access

When ABL is hosted at Customer site, Medialab requires Remote Desktop access to Customer server to perform installation and support services. This is essential during the initial implementation and on an ongoing basis to provide maintenance and support services. Medialab can work with VPN if Customer security policies require this.

Project Costs

The Price Proposal lists one-time ("Year 1") charges as well as recurring annual charges ("Year 2"). The base software license, add-on modules, and implementation services are one-time charges. Support and maintenance on the base software license, subscription licenses on data begin at Final Delivery. Annual renewal of support and maintenance on base software, as well as support and maintenance on add-on modules, recurs on the anniversary of that date.

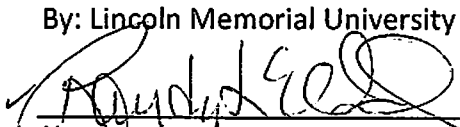

Project Timeline and Payment Schedule

The project will start and proceed at a schedule to be mutually agreed upon by the parties. Final delivery is expected within determined date of Project Start. The payment schedule is net 30 receipt of initial invoice for amount of order.

- 100% of total will be invoiced upon order confirmation
- Terms net 30

Accepted and Agreed

By: Lincoln Memorial University

 
Name: Randy L. Eldridge
Title: V. P. Finance/Operations

4/13/05
Date

Medialab AquaBrowser® End User License

This Medialab AquaBrowser® End User License ("EULA") is between the company on behalf of which a License to use AquaBrowser Library has been purchased ("Client") and Medialab Solutions B.V., with offices at Modemstraat 2B, 1033 RW Amsterdam, The Netherlands, a wholly owned subsidiary of R.R. Bowker LLC, with offices at 630 Central Avenue, New Providence, New Jersey 07974, United States ("Medialab").

The parties agree as follows:

1. Agreement

"Agreement" means, collectively, (i) the AquaBrowser Library Software & Services Agreement signed by Client, (ii) the Price Quote accompanying the AquaBrowser Software & Services Agreement and (iii) this EULA. The terms and conditions specified in this EULA apply to the Agreement.

2. License and Permitted Use

- 2.1 "AquaBrowser® Library" means the valuable and proprietary information product developed by Medialab that enhances the search and display capabilities of its subscribers' information systems and catalogs and includes AquaBrowser® Library Software ("Software"), the valuable and proprietary computer instruction set developed by Medialab to access and display content in AquaBrowser Library and in subscribers' online public access catalogs.
- 2.2 The License granted herein is delivered either by Medialab itself or by one of its resellers and will be deemed accepted by Client upon ready-to-use delivery of AquaBrowser Library. By installing AquaBrowser Library, Client agrees to be bound by the terms of this Agreement. If Client does not agree to the terms of this Agreement, Client should *not* install or Use AquaBrowser Library. .
- 2.3 Subject to the terms of this Agreement, Medialab grants to Client a non-exclusive, non-transferable License to Use the AquaBrowser Library. "Use" means that Client may install AquaBrowser Library on the permanent memory of a unique device, load it into the computer's temporary memory and apply AquaBrowser Library in accordance with the terms and conditions of this Agreement for Client's own use only.
- 2.4 After installation of one copy of AquaBrowser Library pursuant to this Agreement, Client may keep the original medium on which Medialab or its resellers provided AquaBrowser Library solely for archival purposes or reinstallation of AquaBrowser Library on the same computer on which AquaBrowser Library was previously installed.
- 2.5 Client may Use AquaBrowser Library for the creation of Client's AquaBrowser Library Website. An AquaBrowser Library Website means a representation of the Client's library title catalogue and optionally intranet or Internet pages and/or documents (text files, Adobe® pdf-files, Microsoft® Word documents, Rich Text Format files) and/or textual information from other sources, stored and organized in an AquaBrowser Library Index ("IGOR"). Client may add documents to IGOR but

Client acknowledges that this index cannot and may not contain more than 15 GigaByte of textual information.

- 2.6 Client may Publish one (1) AquaBrowser Library Website on one unique domain address. "Publishing/Publish" means giving access to AquaBrowser Library publishing software and the underlying IGOR database to an unlimited number of Internet/ intranet users.
- 2.7 Without Medialab's prior written consent the functionality of AquaBrowser Library may not be used in any way other than as an integral part of AquaBrowser Library and may only be executed through the AquaBrowser Library interface program.
- 2.8 All references in this Agreement to AquaBrowser Library shall include all upgrades or updates thereto and Use of such updates are governed by the terms and conditions of this Agreement.
- 2.9 Client will be responsible for the selection, the implementation, the use and proper application, including the interoperability of the AquaBrowser Library and Software with other technology components to be provided by Medialab. The Client is also responsible for adequate data security, including without limitation, organizational measures required to protect data.

3. Restrictions

Except as otherwise provided for in this Agreement, Client represents that it shall not, nor shall it permit its employees, agents, users or any other third party to:

- 3.1 translate, reverse engineer, disassemble, decompile, make any other attempt to discover the source, or in any other way modify the AquaBrowser Library program code;
- 3.2 remove any proprietary notices, labels or marks placed upon AquaBrowser Library;
- 3.3 utilize any computer hardware or software designed to defeat any protection device contained in or placed upon AquaBrowser Library;
- 3.4 copy the written documentation or print the electronic documentation, other than strictly for Client's own personal Use of AquaBrowser Library under this Agreement;
- 3.5 sublicense, rent, lend, lease or transfer in any other way any portion of AquaBrowser Library;
- 3.6 Use AquaBrowser Library in more than one medium, regardless of the type, size or number of media in which AquaBrowser is supplied to Client. (For the avoidance of doubt, Client may use only one medium that is appropriate for Client's single computer, and may not use the other medium for another computer);
- 3.7 open, access, edit or modify the IGOR-index in any way other than through normal Use of AquaBrowser Library;

- 3.8 separate parts of AquaBrowser Library and use all or any parts of Software separately and/or in combination with other software;
- 3.9 communicate the contents of AquaBrowser Library to any third party or permit or allow any third party to use the contents of AquaBrowser Library or any parts thereof to produce other software products or to make copies of AquaBrowser Library.

4. Term and Termination

- 4.1 The Term of this Agreement shall commence on the date the AquaBrowser Library Software & Services Agreement is signed by Client and shall continue indefinitely until terminated pursuant to this Agreement.
- 4.2 This Agreement may be terminated by either party if any of the following events shall occur: (i) by the terminating party if the other party shall breach any material term or covenant of this Agreement, and such material breach shall continue uncured for thirty (30) days after written notice thereof from the non-breaching party detailing such material breach; (ii) by the terminating party if a petition in bankruptcy shall be filed either voluntarily or involuntarily in connection with the other party, or if the other party shall be adjudicated insolvent by any court, or if a trustee or a receiver of a substantial portion of any property of the other party shall be appointed in any suit or proceeding by or against such party, or if the other party shall make an assignment for the benefit of creditors or shall seek or obtain the benefit of any bankruptcy or insolvency act; or (iii) as provided in Sections 5.6 and 7.3 herein.
- 4.3 Either party may terminate this Agreement if the parties cannot mutually agree to pricing for ongoing licensing, implementation, support and maintenance of AquaBrowser Library.
- 4.4 Medialab may immediately terminate this Agreement and the License to Use granted herein due to Client's unauthorized Use or copying of AquaBrowser Library and/or documentation and Client's failure to comply with the restrictions specified herein.
- 4.5 In the event of termination of this Agreement for any reason, the License to Use the AquaBrowser Library shall terminate and Client shall (i) immediately stop using AquaBrowser Library; (ii) remove all Software components from the system it is used on; and (iii) certify in writing to Medialab that it has complied with the provisions in this Section.
- 4.6 In the event that this Agreement is terminated or suspended due to no fault of Medialab, Medialab shall be entitled to charge Client for any costs in relation with said termination or suspension, including without limitation, costs related to third party agreements Medialab entered into in order to perform its obligations under this Agreement.

5. Services

- 5.1 Medialab may supply Client with certain services, including standard support and maintenance services, or other services including without limitation applicability investigations, instruction for and assistance in installing the Software on Client's

servers, configuring the Software for Client, implementation of modules, consultation, and system analysis ("Services") as specified in the AquaBrowser Library Software & Services Agreement. Services will commence as soon as the related payments have been made.

- 5.2 Medialab will exercise due care in providing the Services in accordance with the arrangements and procedures agreed upon in writing and will provide the Services in a commercially reasonable manner.

6. Fees, Payments

The fees due for Software licenses, products and/or Services to be provided by Medialab, and the invoicing and payment schedule for same are specified in the AquaBrowser Library Software & Services Agreement and Price Quote. All prices are subject to applicable taxes. All fees will be invoiced by Medialab as specified in the AquaBrowser Library Software & Services Agreement and Price Quote. Payment is due 30 days following the invoice date, unless specified otherwise in the AquaBrowser Library Software & Services Agreement or the invoice itself.

7. Medialab Warranties, Disclaimers, Limitation of Liability, Indemnification

- 7.1 Medialab warrants and represents that it has the full right, power and authority to enter into this Agreement and to grant all rights and interests as contemplated hereunder, and there is nothing known to Medialab which would prevent it from performing its obligations under the terms hereof. Medialab warrants and represents that to its knowledge AquaBrowser Library and its License in accordance with the terms herein does not infringe upon, violate or misappropriate any patent, copyright, trade secret, trademark or any other proprietary right of any third party. Medialab warrants that AquaBrowser Library will perform substantially the functions as described on the Medialab website located at www.medialab.nl.
- 7.2 EXCEPT FOR THE WARRANTIES SPECIFIED IN SECTION 7.1 ABOVE, AQUABROWSER LIBRARY IS DELIVERED TO CLIENT AND ACCEPTED BY CLIENT "AS-IS" AND WITH ALL FAULTS WITHOUT WARRANTY OF ANY KIND. MEDIALAB MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MEDIALAB MAKES NO WARRANTIES OR REPRESENTATIONS THAT (I) AQUABROWSER LIBRARY WILL FUNCTION WITHOUT ANY INTERRUPTIONS OR ERRORS OR (II) ALL ERRORS WILL BE REPAIRED OTHER THAN IN THE CONTEXT OF THE PRESENT WARRANTY. NO PERSON, WHO WORKS FOR AND/OR REPRESENTS MEDIALAB AND/OR SELLS OR PROMOTES AQUABROWSER LIBRARY IS AUTHORIZED TO GIVE ANY OTHER WARRANTY.
- 7.3 In case of a blocking error in the execution or reproducible deviations from the functional specifications of AquaBrowser Library, Medialab will repair such defects free of charge for a period of two (2) months following the final delivery date, provided, however, that Medialab will be entitled, at its own discretion, to terminate the License and offer Client a pro-rated refund for the License fees paid instead of repairing the defects.

- 7.4 Medialab's obligation as described in Section 7.3 above to repair possible blocking errors in the AquaBrowser Library will lapse, taking immediate effect, if AquaBrowser Library has been altered, modified or translated or has otherwise been multiplied, other than to make copies for daily loading, display and application.
- 7.5 Medialab shall have no obligation to repair defects in the Software caused by user mistakes, or use of hardware, system software or other products or services supplied or rendered by third parties or caused by other causes that cannot be attributed to Medialab.
- 7.6 Medialab shall defend, hold harmless and indemnify Client from any liability and expense (including, without limitation, reasonable attorney's fees) imposed upon Client as a result of any third party claim that AquaBrowser Library infringes any intellectual property right, including know how, of any third party, provided that Medialab is promptly notified of any such claim in writing and is given full authority to act in the ensuing proceedings.
- 7.7 EXCEPT WITH RESPECT FOR CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT PURSUANT TO SECTION 7.1 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MEDIALAB BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT (INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), OR OTHER LOSSES OF ANY KIND ARISING IN CONNECTION WITH THIS AGREEMENT OR ARISING FROM THE USE OR INABILITY TO USE AQUABROWSER LIBRARY, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, WHETHER SUCH DAMAGES ARE DEEMED TO RESULT FROM THE FAILURE OR INADEQUACY OF ANY EXCLUSIVE OR OTHER REMEDY OR WHETHER MEDIALAB HAS BEEN ADVISED OF SUCH DAMAGES. IN NO EVENT WILL MEDIALAB BE LIABLE FOR ANY AMOUNT GREATER THAN THE AMOUNT CLIENT ACTUALLY PAID FOR AQUABROWSER LIBRARY FOR THE TWELVE (12) MONTHS PRECEDING THE FILING OF THE RELEVANT CLAIM. CLIENT HEREBY RELEASES MEDIALAB FROM ANY AND ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF SUCH LIMITATION. THESE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS APPLY REGARDLESS OF CLIENT'S ACCEPTANCE OF AQUABROWSER LIBRARY.

8. Property Rights

All right, title and interest in and to AquaBrowser Library and all components thereof, including without limitation, the Software, documentation and any and all new versions, releases, or modifications thereof, are owned by and shall remain with Medialab or its suppliers and licensors and are protected by law. This Agreement shall not grant to Client or any other third party, any right of ownership therein.

9. Client Obligations, Warranties and Indemnification

- 9.1 Client warrants and represents that it has the full right, power and authority to enter into this Agreement and grant all rights and interests as contemplated hereunder, and there is nothing known to Client which would prevent it from performing its obligations under the terms hereof.
- 9.2 Client assumes responsibility for the selection of AquaBrowser Library to achieve Client's intended business results and for the proper use and results obtained from use of AquaBrowser Library.
- 9.3 The Client will provide Medialab, in a timely manner, with access to Client's server via remote desktop login or other manner as agreed.
- 9.4 The Client will provide Medialab, in a timely manner, with the relevant and necessary data or other information required for Medialab's performance under this Agreement.
- 9.5 In the event Client supplies Medialab with data files or software of third parties to be used in connection with this Agreement and AquaBrowser Library, Client warrants and represents that it has acquired all rights necessary to multiply, reproduce and (re)use such data files or software. Client shall supply any such third party data files or software at Client's own expense, and with no cost to Medialab.
- 9.6 Client shall defend, hold harmless and indemnify Medialab from any liability and expense (including, without limitation, reasonable attorney's fees) imposed upon Medialab as a result of any third party claim that Medialab's use of any third party data files or software provided by Client to Medialab pursuant to this Agreement infringes any intellectual property right, including know how, of any third party, provided that Client is promptly notified of any such claim in writing and is given full authority to act in the ensuing proceedings.

10. Client Holdings

- 10.1 Client Holdings" means Client's bibliographic and library holdings information and any updates or reloads thereto. Client acknowledges and understands that in order to use the AquaBrowser® Library, Client shall provide Medialab with an electronic copy of the Client Holdings and periodic reloads or updates of the Client Holdings. Medialab shall temporarily store the Client Holdings in order to build a customized set of indexes based on Client's library catalog.
- 10.2 Client hereby grants to Medialab permission to perform analyses Client Holdings on behalf of Medialab's parent company, R.R. Bowker LLC ("Bowker"). Such analyses may include, without limitation, comparing Client Holdings against Bowker's databases in order to identify titles or publishers missing from Bowker's databases.
- 10.3 Facts derived from the analyses of Client Holdings may be combined with facts derived from the analyses of the holdings information of other AquaBrowser® Library subscribers and may used to create reports or information sets relating to holdings in the library market. Bowker may publish such reports and information sets as part of Bowker's bibliographic and business intelligence products and services provided that

such analyses will be provided only in the aggregate. (By way of example, such reports could include lists of titles held by a majority of libraries in a certain geographic area, or a ranking of the most held titles in a particular subject). Neither Medialab nor Bowker shall publish, display, or distribute Client-specific holdings information in isolation or identified by Client.

11. Miscellaneous

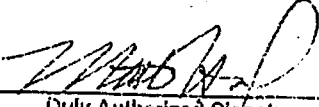
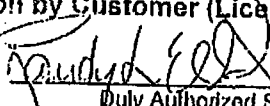
- 11.1 **Notices.** All notices and other communications under this Agreement, including without limitation any amendments, shall be in writing and shall be addressed to such party at the physical address or email address or facsimile number set forth in the AquaBrowser Library Software & Services Agreement and/or the Price Quote.
- 11.2 **Assignment.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective permitted successors, trustees, and assigns. Client may not transfer or assign this Agreement without the prior written permission of Medialab. Medialab may assign or transfer this Agreement in whole or in part to any entity under the common control of its ultimate parent company or to any entity which shall succeed to all or substantially all of the assets, liabilities and goodwill of that party.
- 11.3 **Entire Agreement.** This Agreement, including (i) the AquaBrowser Library Software & Services Agreement signed by Client, (ii) the Price Quote accompanying the AquaBrowser Software & Services Agreement, (iii) this EULA and (v) any Attachments annexed hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written. Only an instrument in writing duly executed by both parties may modify this Agreement.
- 11.4 **Waiver.** Any waiver of any right or default hereunder shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or default on any subsequent occasion.
- 11.5 **Enforceability.** If any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, the same shall not effect any other provision of this Agreement.
- 11.6 **Escrow.** Upon request and cost of the Client, in order to guarantee the continued use of the Software in the event that Medialab should go into liquidation or cease to exist, for whatever reason, and upon request of the Client, Medialab will deposit the Software at a Dutch depositary to be appointed by Medialab.
- 11.7 **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey of the United States of America, without reference to the principles of choice of laws thereof.

Serials Solutions

Serials Solutions Order Form

This Order Form, together with the attached Serials Solutions Terms and Conditions (collectively, the "Agreement") is by and between ProQuest LLC, a Delaware limited liability company, through its Serials Solutions business unit ("Serials Solutions"), and the subscribing institution named below ("Licensee"), and is made as of the date of Licensee's signature below (the "Effective Date"). By signing below you certify that you have read and agree to these terms and the attached Serials Solutions Terms and Conditions. You further certify that you are authorized to sign this Agreement on behalf of the Licensee and are authorized to commit the Licensee to be bound by this Agreement. Please return a fully completed and signed copy of this Order Form to Serials Solutions via fax at (206) 299-9707 or via mail at the address below.

rev. 12.03.08/9at

Authorization by ProQuest LLC, through Serials Solutions (Licensor):		Institution: Lincoln Memorial University	
Signature: 	Duly Authorized Signature	(for school of law) Authorization by Customer (Licensee):	
Print Name: Matt Hall	Director of Sales	Signature: 	Duly Authorized Signature
Title: Director of Sales		Print Name: Lincoln Memorial University Randy K. Eldridge	VP Finance/Operations
Date Signed: 4-23-09		Title: V.P. Finance/Operations	
Address: 501 N. 34 th St. Suite 400 Seattle, WA 98103-8645		Date Signed: 4-13-09	
		Address: 6965 Cumberland Gap Hwy Harrogate, TN 37752	

Service Ordered	Subscription Term		Cost
	Start	End	
360 MARC for E-Journals	04/09	09/10	\$7,700
One-time MARC E-Journals set up fee	04/09	09/10	\$385
360 MARC for E-Books	04/09	09/10	\$7,700
One-time MARC E-Books set up fee	04/09	09/10	\$385
360 Search (up to 50 Databases)	04/09	09/10	\$9,614
One-time 360 Search set up fee	04/09	09/10	\$481

Additional Elements - 360 Core is included for free. All services include a 20% SOLINET discount. Library will be invoiced by SOLINET.

AquaBrowser®

March 18th, 2009

Gordon Russell
Lincoln Memorial University School of Law
6965 Cumberland Gap Parkway
Harrogate, TN 37752

Re: AquaBrowser Library Order Confirmation/Letter of Intent

Gordon:

Thank you for your recent decision to move ahead with your AquaBrowser Library order for Lincoln Memorial University School of Law. In order to satisfy your expectations and to review the items we discussed relevant to price, please take a moment to review the following line items and associated cost information for the project. The Software and Services Agreement and End User License Agreement (will be provided separately) and will define additional terms and scope of project deliverables.

AquaBrowser Library Order Information - Price Proposal

Item	1 st Year Cost	2 nd Year and Ongoing Costs
Included Services:		
AquaBrowser Library Software License	\$44,480	\$ 13,280
• Initial License includes first-year Maintenance		
Included Options:		
• Library Web-Site Crawler		
• Federated Search Integration		
• MyDiscoveries Social Library Environment		
• LibraryThing Content for MyDiscoveries		
• Server Hosting		
TOTAL:	\$44,480	\$13,280

Payment terms: 100% of purchase due upon signing order confirmation, Software and Services Agreement and End User License Agreement.

The Software Service Agreement that you are reviewing, provides further details about our Agreement for the AquaBrowser products and services. The final Software Service Agreement and the End User License Agreement are incorporated by way of reference into this document. These three documents will constitute our Agreement to move forward with the project.

The Letter of Intent/Order Confirmation allows us to begin the process of scheduling, planning and taking the initial steps in installing your new AquaBrowser Library system. You will be contacted almost immediately by our implementation team to begin your installation and to review your planned implementation schedule. Our business office will forward the necessary invoices to you for payment once we receive the End User License Agreement and Service Agreement.

I AGREE TO THE ABOVE ORDER CONFIRMATION  (signature)

Printed Name: Randy L. Eldridge Title: VP Finance/operations

Please contact me immediately if I have omitted any details. If you agree with the above, please sign and return FAX (scan and email) to me.

Again, thank you. We look forward to installing your new AquaBrowser Library system for the students, faculty and staff of Lincoln Memorial University School of Law!

Sincerely,

John Reynolds

John Reynolds
Fax 206-299-9707
Email: john@serialssolutions.com

Lincoln Memorial University Pricing Proposal - 2009

Product	Subscription	One-time Set up fee.
360 MARC Updates for E-Journals	\$7,700	\$385
360 MARC Updates for E-Books	\$7,700	\$385
360 Search (up to 50 databases)	\$9,614	\$481
360 Core (AtoZ)	No charge with purchase of any 360 Product above	

Annual

1 time

AquaBrowser Library* + 1st Year Maintenance + Server Hosting \$44,480 *1 time*
 Year 2 Maintenance (and future years) \$13,280
 *includes MyDiscoveries, Federated Search integration, Dedicated Web crawler, and authority file.

Annual

Pricing includes the SOLINET 30% Discount.

H-1 priority

LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW

Copies
VALUES OF EDUCATION & SERVICE

601 West Summit Hill Dr.
Knoxville, TN 37902
865.524.5288
www.lmunet.edu

MEMORANDUM

TO: John Bower
Lyrasis

FROM: Gordon Russell
Lincoln Memorial University
Duncan School of Law

DATE: May 18, 2009

RE: Contract

Please find enclosed original contract between Lyrasis and the Lincoln Memorial University Duncan School of Law.

After the original contract has been fully executed by Lyrasis, please return the original to the law school at the following address:

Gordon Russell
Director, Law Library
Duncan School of Law
601 West Summit Hill Rd.
Knoxville, TN 37902-2003

Thanks for all your help.



May 6, 2009

Gordon Russell
Lincoln Memorial University
Duncan School of Law Library
601 West Summit Hill Drive
Knoxville, TN 37902

Dear Gordon:

We are very pleased to process Lincoln Memorial University Duncan School of Law Library's application for Lyrasis membership! Lyrasis members enjoy many benefits, including discounted pricing on the products and services of more than 100 vendors and opportunities to attend a variety of workshops offered via our Educational Services. We invite you to explore the full array of services and benefits that Lyrasis membership offers at www.lyrasis.org.

The attached documents are for your review and action:

1. The Lyrasis Membership Agreement – Please print two (2) copies of the Lyrasis Membership Agreement, and then sign and return them to the attention of Nefertiti Yungai in the Atlanta office. The agreement is a fillable PDF, so you can type your name and title where indicated. We will then return a fully executed copy to you.
2. Initial invoice for your FY 2009/10 annual membership – Lyrasis' financial requirements for membership requires each member to establish a Deposit Account and fund it in advance each year with sufficient funds to cover membership fees and anticipated activity. Attached is your initial invoice. Please send payment of the invoice to Lyrasis, P.O. Box 19327, Philadelphia, PA 19101. You can also submit payment of the invoice via ACH/wire transfer, using the following information:

Antonio Pugliese	Phone:	215.918.3201
Commerce Bank	Fax:	215.318.2790
2155 Old York Road	Account:	365 831 999
Jamison, PA 18929	ABA Routing:	036001808

Please remember that we must receive payment of the initial invoice prior to June 30, 2009 in order to honor the \$550 membership fee for FY 2009/10.

3. Member Staff Contact List – We want to make sure that we communicate with the appropriate staff. Please complete the attached Member Staff Contact List (it's a fillable PDF), print, and return it to the Lyrasis Support Center via fax (215.382.0638) or email (support@lyrasis.org).

Once the Lyrasis Membership Agreement is fully executed, we will send you a welcome packet that will contain details about your membership. As soon as we receive payment of the initial invoice, we can process the library's OCLC WorldCat Cataloging, ~~_____~~
~~_____~~
~~_____~~



Please ensure that you receive all email correspondences from us by adding our domain name (lyrasis.org) to your Address Book.

Gordon, do contact me at 800.233.3401, x1211 or at meryl.cinnamon@lyrasis.org if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Meryl Cinnamon".

Meryl Cinnamon
Manager of Membership Services

Attachments



LYRASIS

Institutional Membership Agreement

This Agreement provides Lincoln Memorial University ^{for} Duncan School of Law ("the Member"), at 601 West Summit Hill Drive, Knoxville, TN 37902, with membership in Lyrasis effective July 1, 2009. *with the university's main office at 6965 Cumberland Gap Hwy. Harrogate, TN 37752*

Membership provides access to Lyrasis services under the terms and conditions specified herein and as may otherwise be set forth by Lyrasis in written policies. Lyrasis provides access to shared knowledge and expertise, innovative products and services, and customized solutions members need to serve their communities effectively.

In joining Lyrasis, the Member agrees to:

- Abide by the Bylaws of Lyrasis (<http://www.lyrasis.org/Membership/Current%20Members/Governance/Bylaws.aspx>);
- Assume and pay promptly all financial obligations arising from membership and participation in services;
- Act in accordance with all terms and conditions of contractual agreements made by Lyrasis on Member's behalf, including master licenses when individually authorized by the Member;
- Maintain current awareness of Lyrasis member responsibilities, confidentiality, and policy issues. The Member's director or designee shall serve as its representative and shall have one vote in the annual election of Lyrasis Trustees and in any other matters decided by vote of the membership.

This Membership Agreement shall be executed by duly authorized representatives of the Member and Lyrasis and shall automatically renew annually on the first day of July, except as otherwise provided in the Bylaws.

Lincoln Memorial University Duncan School of Law

Randy L. Eldridge Lyrasis

 Signature

Randy L. Eldridge

Vice President Finance/operations

 Name and Title (Typed)

 Signature
 Kate Nevins
 Chief Executive Officer

 Name and Title (Typed)

5/12/09

 Date

 Date

Version 090401



member staff contact list

Duncan School of Law Library Lincoln Memorial University

Institution

Gordon Russell

Name of Person Completing Form

Membership Symbol (if known)

May 6 2009

Date

List the contacts for the 5 functions below, including the name, title, phone number, and email address of each.

Function	Name	Title	Phone	Email
Director	Gordon Russell	Associate Dean	865-524-5288 Ext. 7771	gordon.russell@lmu.net.edu
Director's Admin Asst				
Lyrasis Main Contact				
Official Lyrasis Voting Rep	Gordon Russell	Associate Dean	865-524-5288 Ext. 7771	gordon.russell@lmu.net.edu
Billing Account Admin	Pat Tennyson	Director Accts Payable	423 869-6286	pat.tennyson@lmu.net.edu

List any additional contacts for your institution who should receive mailings, the weekly electronic Lyrasis News, and other communications from Lyrasis (feel free to attach additional sheets). Select the primary areas of interest for each name.

Primary Areas of Interest (check all that apply)*

Name	Title	Phone	Email	Primary Areas of Interest (check all that apply)*															
				1	2	3	4	5	6	7	8	9	10						

* Primary Areas of Interest are: (1) Acquisitions, (2) Cataloging/Metadata/Collection Management, (3) Digitization/Preservation, (4) Education, (5) Administration/Management, (6) Reference, (7) Resource Sharing, (8) Serials/eResources, (9) Systems & Technology, (10) Other.

We invite other staff in your institution to subscribe to Lyrasis News.

Return this form to Member Services
Lyrasis, 3000 Market Street, Suite 200, Philadelphia, PA 19104-2801
v: 800.233.3401 x1211 • f: 215.382.0022 • e: membership@lyrasis.org



March 20, 2009

LexisNexis
9443 Springboro Pike
Miamisburg, OH 45342

Handwritten note:
↑ 50/Student = Add 1 to other 4/N
~~1/10/09~~
MK 500 05/10

Mr. Gordon Russell
Lincoln Memorial University School of Law
601 West Summit Hill Drive
Knoxville, TN 37902

Dear Mr. Russell:

I am pleased to introduce myself to you as the new Vice President of Law Schools at LexisNexis. LexisNexis is committed to supporting your efforts to equip law school students with the information needed to master the business and research aspects of practice upon graduation. I am excited to be a part of this program, and look forward to hearing how we can best support you.

As you know, we traditionally inform you of your LexisNexis subscription charges for the upcoming academic year during the first quarter of the year. In many of my initial visits to Law Schools, it has become clear that today's economic challenges have created budget challenges that extend beyond the business environment to higher education as well. In view of this and in demonstration of our commitment to continuing our partnership, I am pleased to relay that we have decided to hold subscription prices to the same amount as charged in 2008-2009. We will assess our pricing structure for the 2010-2011 timeframe later this calendar year, but feel strongly that holding prices flat this year is the best course of action for our customers.

Please take a moment to acknowledge receipt of your 2009-2010 pricing notice and verify your school's enrollment counts via the enclosed form. Again, I welcome your questions and feedback; I can be reached at scott.collins@lexisnexis.com or 800.227.9597 x51904.



Thank you for your business and best wishes to you.

Sincerely,

Scott H. Collins
Vice President, Law Schools
LexisNexis

Attachments can contain viruses that may harm your computer. Attachments may not display correctly.

Russell, Gordon

From: Christler, Peggy S. (LNG-DAY) [Peggy.Christler@lexisnexis.com] **Sent:** Fri 3/20/2009 11:45 AM
To: Russell, Gordon
Cc:
Subject: LexisNexis Pricing and Subscription Information
Attachments:  [Lincoln Memorial 2009 - 2010 Unaccredited Pricing Letter.doc\(91KB\)](#)  [LN order form.xls\(42KB\)](#)

Hello Mr. Russell,

We spoke recently about your interest in a LexisNexis subscription for the Law School program your setting up this fall for 75 part time, evening students at Lincoln Memorial University and

I am happy to be able to share the good news I've heard just this week. I am sharing our current cost for this year and I am pleased to say that there will not be a subscription price increase

for this upcoming 2009 academic year.

2008-2009 LEXISNEXIS EDUCATIONAL ACCESS SUBSCRIPTION PRICE FOR A NON-ABA ACCREDITED LAW SCHOOL

- The annual contract price is based on a charge of \$47.25/FTE.
- The FTE count is based on all students, including all Post-J.D. and Other students.
- Each part time student (J.D., Post-J.D., or Other) count as a 2/3 FTE.
- Regardless of the number of FTE's, a minimum charge of \$5,000 has been established for 2008-2009.

I am also attaching a subscription order form to complete if interested in subscribing.

Please feel free to contact me with any questions.

Best Regards,

Peggy

Peggy Christler

Law School Operations Consultant

peggy.chrisler@lexisnexis.com
(937) 865-6800 x54842

(937) 865-1093 Fax

Subscription Order Form for LexisNexis

School Name:

*Liecoln Memorial University
(DUNCAN School of Law)*

Addresses:

6965 Cumberland Gap Pkwy.

Tax Address:

SAME

Building Name:

Duncan School of Law

City:

Harrogate

State:

TN

Zip Code:

37752

Invoice Address:

6965 Cumberland Gap Pkwy, Box 2003

Building Name:

Duke Hall

City:

Harrogate

State:

TN

Zip Code:

37752

Contacts

Policy Contact:

GARDON RUSSELL

Title:

LIBRARY DIRECTOR

telephone number:

(423) 869-7771

fax number:

(423) 869-7771

Email Address:

Gardon.Russell@lmu.net.edu

Invoice Contact:

PAT TENNYSON

Title:

Director of Accts Payable/Purchasing

telephone number:

423 869 6286

fax number:

423 869 4825

Email Address:

PAT.tennyson@LMUNET.EDU

Technical Contact:

Ken Ramos

Title:

IT

telephone number:

(423) 869-7080

fax number:

(423) 869-7080

Email Address:

Ken.Ramos@lmu.net.edu

FTE/Full Time Enrolled student count:

PTE/Part Time Enrolled student count:

*min. 08-09
\$ 5,000
change ? pl*

Years under present ownership:

112 years

Comments:

This form can be emailed or faxed back to Peggy Christler

peggy.christler@lexisnexis.com

(937) 865-6800 x54842

(937) 865-1093 Fax

LexisNexis™ SUBSCRIPTION AGREEMENT AND ORDER FORM NON-ABA ACCREDITED LAW SCHOOL PRICING EFFECTIVE APRIL 1, 2001

You may subscribe to the Online Services by agreeing to abide by the General Terms and Conditions and the Price Schedule attached hereto and incorporated herein, as Exhibits A and B, respectively. The General Terms and Conditions and the Additional Terms represent the entire agreement for access to and use of the Online Services. The General Terms and Conditions are also set forth in the online TERMS library. In the event of a conflict or variation between the General Terms and Conditions attached hereto and those appearing in the TERMS library, the latter shall control. Your subscription is subject to acceptance by LexisNexis, which acceptance shall be evidenced by issuing one or more identification numbers to access the Online Services. Subscriber hereby accepts and agrees to pay the following Annual Subscription Charge: \$ 5,000.00.

LINCOLN MEMORIAL UNIVERSITY - DUNCAN SCHOOL OF
LAW
SUBSCRIBER

BY: *Gordon Russell*
(AUTHORIZED SUBSCRIBER SIGNATURE)

NAME: GORDON RUSSELL

TITLE: ASSOCIATE DEAN

DATE: 04/22/09

CUSTOMER INFORMATION (Please type or print):

- Organization Name: LINCOLN MEMORIAL UNIVERSITY - DUNCAN SCHOOL OF LAW
- Address: 601 WEST SUMMIT HILL DRIVE
City: KNOXVILLE State: TN Zip: 37902
- County: KNOX
- Country: USA
- Telephone Number: 865-524-5288
- Telecopier Number: 865-524-5290
- Invoice Address (if different than 2) _____
- Name of Contact and Telephone Number for the following:
Installation: Gordon Russell 865-524-7771
Billing: Pat Tennyson 423-869-6286
Policy/Legal Notification: Debbi Pressnell 423-869-6390
- Parent Company (if applicable): Lincoln Memorial University
- Years under present ownership: 112 11. Dun & Bradstreet or Marindale-Hubbell Rating: _____
- Tax Exempt: Yes (attach proof of exemption) No I.D. # 780258295
- Require P.O. number on invoice: No Yes, P.O. Number: tba
- Automatic Payment Method - Yes, I want to utilize the automatic payment method (select MasterCard, Visa, Amex or Checking Account). I authorize my bank to make payment by the method indicated below and post it to my account. I understand that I am in full control of my payment. If at any time I decide to discontinue the automatic payment method, I will give ten days written notice to the Billing Department of LexisNexis at 9443 Springboro Pike, Miamisburg OH 45342.
Authorized Signature for Automatic Payment Method: _____
 Select method of credit card payment MasterCard VISA AMEX ←OR→ Automatic Debit to Checking Account (attach copy of voided check)
Credit Card #: 0 - - - 0 Exp Date: _____
- No, I do not want to utilize the Automatic Payment Method, I prefer to be invoiced monthly, and provide the following credit reference to process my account:
Bank #: _____ Account #: _____

EXHIBIT B TO LexisNexis SUBSCRIPTION AGREEMENT

Price Schedule

Non-ABA Accredited Law School Pricing

April 1, 2001

The terms and conditions, including charges, in this Price Schedule are offered only to certain non-ABA accredited law schools. Subscriber warrants that only students, instructors, faculty and employees at the subscribing school ("Subscriber") shall access and use the Online Services provided by LexisNexis ("LN").

1. AUTHORIZED USERS.

LN shall issue to Subscriber identification numbers for access to and use of the Online Services by students, faculty, the legal research director and librarians, all as designated by Subscriber, and other Subscriber personnel designated by Subscriber and approved by LN (collectively, "Authorized Users"), in accordance with the terms and conditions of this Agreement.

2. ISSUANCE OF IDENTIFICATION CARDS

Subscriber shall furnish LN with the names of all Authorized Users, designating whether each Authorized User is a faculty member, a student, the legal research director or a librarian. LN will issue an identification card with a unique identification number in the name of each Authorized User and shall forward all such identification cards to Subscriber. Subscriber shall require each Authorized User who is issued an identification card to acknowledge in writing (in a form prescribed by LN) his or her receipt thereof and of any terms and conditions for access to and use of the Online Services provided by LN to Subscriber for such purpose.

3. USE OF SERVICES.

Use of identification numbers issued pursuant to this Price Schedule must be limited solely to research and printing (including offline printing, online printing and saving to disk) directly connected with the educational activities of Subscriber. Any other use of identification numbers issued pursuant to this Price Schedule is strictly forbidden. If Subscriber becomes aware of any unauthorized use, it shall notify LN immediately.

4. HOURS OF ACCESS.

Authorized Users shall generally have access to the Online Services during all available hours; however, should LN experience a problem during peak capacity in providing its commercial customers access to the Online Services, LN reserves the right to restrict its educational customers' access to the Online Services.

5. ANNUAL SUBSCRIPTION CHARGE.

Subscriber agrees to pay the Annual Subscription Charge, indicated below and on the Order Form page of this Agreement, beginning on the date LN issues Subscriber identification numbers: \$ 5,000.00.

6. EQUIPMENT AND SOFTWARE CHARGES.

The Annual Subscription Charge does not include any equipment or software charges.

7. TAXES.

The Annual Subscription Charge does not include any state or local sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Subscriber's account. If Subscriber is exempt from any such taxes, the taxes shall not be charged to Subscriber upon receipt of a certificate of exemption.

8. PAYMENT TERMS.

Each month Subscriber shall be invoiced for one-twelfth of the Annual Subscription Charge and any applicable equipment and software charges. All charges, together with applicable taxes, are payable within 30 days after the invoice date. Subscriber shall pay all charges in accordance with any applicable "Prompt Payment Act" or similar legislation.

9. CHANGES TO THE CHARGES AND PAYMENT TERMS.

Charges and payment terms may be changed only upon 30 days prior notice to Subscriber. Notwithstanding this section, LN shall not increase the Annual Subscription Charge prior to the first anniversary of this Agreement.

10. COLLECTION COST.

Subscriber shall be liable for all costs of collection incurred by LN, including without limitations, collection agency fees, reasonable attorney's fees, and court costs, if Subscriber fails to comply with the payment obligations set forth herein.

11. MISCELLANEOUS.

In the event Subscriber issues a purchase order or other document relating to the Online Services, Subscriber agrees that the document shall be for Subscriber's internal purposes only and shall in no way modify or affect any of the terms or conditions for access to the Online Services.

-----END OF EXHIBIT B-----

4. LIMITATION OF LIABILITY

4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or any Materials available or not included therein, (b) the unavailability or interruption of the Online Services or any features thereof or any Materials, (c) Subscriber's use of the Online Services or Materials (regardless of whether you received any assistance from a Covered Party in using the Online Services), (d) your use of any equipment in connection with the Online Services, (e) the content of Materials, or (f) any delay or failure in performance beyond the reasonable control of a Covered Party.

4.2 "Covered Party" means (a) the provider of the Online Services, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of the provider of the Online Services or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

4.3 THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS SHALL NOT EXCEED THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.4 THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

5. MISCELLANEOUS

5.1 These General Terms and Conditions, including the Additional Terms, may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with your applicable Price Schedule; all other provisions may be changed by the provider of the Online Services immediately upon notice. Your subscription for access to the Online Services may be terminated immediately upon notice to the provider of the Online Services if any change is unacceptable. Continued use of the Online Services following any change constitutes acceptance of the change.

5.2 The provider of the Online Services or the subscribing organization may terminate the subscription for access to the Online Services. The effective date of termination shall be ten days after the receipt of an appropriate notice of termination, unless a later date is specified in the notice. The provider of the Online Services may suspend or discontinue providing the Online Services to you without notice and pursue any other remedy legally available to it if you fail to comply with any of your obligations hereunder.

5.3 Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by the provider thereof. Notices shall be deemed to have been properly given on the date deposited in the U.S. mails, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Notices to the provider of the Online Services should be sent to your account representative.

5.4 The failure of the provider of the Online Services or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

5.5 The subscribing organization or individual may not assign its rights or delegate its duties under the subscription to access the Online Services without the prior written consent of the provider of the Online Services.

5.6 These General Terms and Conditions and the Additional Terms shall be governed by and construed in accordance with the laws of the State of Ohio.

5.7 Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.

-----END OF EXHIBIT A-----

EXHIBIT A TO LexisNexis SUBSCRIPTION AGREEMENT

General Terms and Conditions

Non-ABA Accredited Law School Pricing

April 1, 2001

The following terms and conditions govern your use of the LexisNexis™ services (the "Online Services") and the materials available therein ("Materials"):

1. LICENSE; RESTRICTIONS ON USE

1.1 You are granted a nonexclusive, nontransferable, limited license to access and use for research purposes the Online Services and Materials from time to time made available to you. This license includes:

(a) The right to electronically display Materials retrieved from the Online Services to no more than one person at a time, subject to the Supplemental Terms for Specific Materials;

(b) The right to obtain a printout of Materials via printing commands of the Online Services and to create a single printout of Materials downloaded via downloading commands of the Online Services (collectively "Authorized Printouts"); and

(c) The right to retrieve and store in machine-readable form for no more than 90 days and for one person's exclusive use a single copy of insubstantial portions of Materials included in any individual file via downloading commands of the Online Services to the extent the storage of Materials is not further limited or prohibited by the Supplemental Terms for Specific Materials;

1.2 To the extent permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms for Specific Materials, you may make copies of Authorized Printouts and distribute Authorized Printouts and copies.

1.3 Except as specifically provided in Sections 1.1 and 1.2, you are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. You may not print or download Materials without using the printing or downloading commands of the Online Services.

1.4 All right, title, and interest (including all copyrights and other intellectual property rights) in the Online Services and Materials (in both print and machine-readable forms) belong to the provider of the Online Services or its third party suppliers of materials. You acquire no proprietary interest in the Online Services, Materials, or copies thereof.

1.5 Except as specifically provided herein, you may not use the Online Services or Materials retrieved from the Online Services in any fashion that infringes the copyrights or proprietary interests therein.

1.6 You may not remove or obscure the copyright notice or other notices contained in Materials retrieved from the Online Services.

1.7 You may not use information included in the Online Services or Materials retrieved from the Online Services to determine a consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.

1.8 Other provisions that govern your use of Materials are set forth in your applicable Price Schedule, the Supplemental Terms for Specific Materials, online descriptions of files, online notices following file selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into these General Terms and Conditions.

2. ACCESS TO SERVICES

2.1 Only individuals authorized by the subscribing organization may access and use the Online Services.

2.2 You may not use an identification number to access the Online Services from outside the country for which it was issued.

2.3 Your identification number(s) may be restricted from accessing certain Materials otherwise available in the Online Services.

2.4 Materials and features may be added to or withdrawn from the Online Services and the Online Services otherwise changed without notice.

3. LIMITED WARRANTY

3.1 The provider of the Online Services represents and warrants that it has the right and authority to make the Online Services and Materials available pursuant to these General Terms and Conditions.

3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND THE PROVIDER OF THE ONLINE SERVICES AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LEXISNEXIS DIGITAL COLLECTION PROPOSAL

~LINCOLN MEMORIAL SCHOOL OF LAW~

Total Cost - \$402,000

LexisNexis Digital Collections (One-Time purchase):	List Discount	Current Discount	LML Discount
CRDC - Retrospective Edition, 1830-2003	\$105,000	\$ 70,000	\$63,000 *
Hearings - Retrospective A, 1824-1979	\$200,000	\$100,000	\$92,500 *
Hearings - Retrospective B, 1980-2003	\$200,000	\$100,000	\$92,500 *
Congressional Record & Predecessors, 1789-1997	\$ 40,000	\$ 30,000	\$30,000 *
Serial Set & Maps Module, 1789-1969	\$217,195	\$ 97,995	\$89,000 *
Serial Set II	\$ 50,000	\$ 35,000	\$35,000 *
Totals	\$812,195	\$ 432,995	\$402,000

*Maintenance Fees as follows: Serial Set - \$1,500/year, Serial Set maps module - \$500/year, Hearings A, B, or A&B - \$1,500/year, CRDC - \$1,500/year, Serial Set 2, to be determined. Maintenance fees waived with any corresponding Prospective subscription.

LexisNexis extends this offer to Lincoln Memorial School of Law along with these additional benefits:

- Three years of any maintenance fees waived
- MARC Records for the Serial Set digital collection, Digital Hearings and CRDC included at no charge
- Gratis subscriptions for any subscriptions of these subscriptions: LN Congressional and modules, State Capital, CRDC Prospective, and Hearings Prospective through December 30th, 2009.
- Gratis copy of archival data tapes with purchase if desired
- 4 year interest/fee free deferred payment plan.

This offer expires June 30, 2009.

Carla J. ...

LEXISNEXIS PAYMENT PLAN OPTIONS

Total Cost - \$402,000

Interest Free/ Fee Free over four years: **\$100,500/year**

7 year payment plan, 5% interest in years 5-7 spread out over the seven years:
\$57,428.57/year (see attached Excel sheet for more details.)

Purchase Amount 402,000.00
 Years of Interest 3
 Interest Rate 5.0%

Year	1	2	3	4	5	6	7	Total
Payment Amount	57,428.57	57,428.57	57,428.57	57,428.57	57,428.57	57,428.57	57,428.58	402,000.00
Net Balance Due at YE	344,571.43	287,142.86	229,714.29	172,285.72	114,857.15	57,428.58	0.00	
Interest Due	0.00	0.00	0.00	0.00	8,614.29	5,742.86	2,871.43	17,228.58



DEFERRED PAYMENT AGREEMENT

Handwritten initials 'LD' in the top right corner.

LexisNexis Academic & Library Solutions, a division of Reed Elsevier Inc., ("LNA&LS") and Lincoln Memorial University School of Law ("Customer") agree to the following terms and conditions for Customer's payment of the goods and/or services set forth herein which are provided by LNA&LS.

1. SERVICES PROVIDED

LN will provide Customer with the following goods and/or services ("Services"): LexisNexis Congressional Research Digital Collection; LexisNexis Congressional Hearings Digital Collection: A & B; LexisNexis Congressional Record; LexisNexis US Serial Set & Serial Set Maps Digital Collection; and LexisNexis Serial Set2.

2. PAYMENT

2.1 In consideration for the Goods and/or Services provided, Customer will pay to LNA&LS a total amount of \$402,000.00 plus \$17,228.58 interest to be paid to LNA&LS between the period beginning 2009 and continuing until 2015. The deferred payment structure will be as follows:

Payment Due	Amount Due
\$57,428.57	2009
\$57,428.57	2010
\$57,428.57	2011
\$57,428.57	2012
\$63,171.46	2013
\$63,171.46	2014
\$63,171.86	2015

Payment Due	Amount Due

2.2 Each payment is payable within thirty (30) days after receipt of an invoice. Amounts which have not been paid within sixty (60) days after the invoice date are thereafter, until paid, subject to a late payment charge at a rate equal to 15% per annum (or less, the maximum rate permitted under applicable law). In the event Customer misses two (2) payments, LNA&LS may immediately declare the remaining balance due. At that time, LNA&LS may, at its sole discretion, agree to extend the payment terms over a longer period of time or provide other relief to Customer.

2.3 Customer shall be liable for all costs of collection incurred by the provider of the Goods & Services, including without limitations, collection agency fees, reasonable attorney fees, and court costs, if Customer fails to comply with the payment obligations set forth herein.

2.4 The jurisdiction and venue shall be Dayton, Ohio for any non-payment claims. In the event Customer contests jurisdiction and venue at a later time and loses such action, Customer will pay all reasonable attorneys' fees incurred by LN in responding to such action.

3. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Ohio as applicable to agreements made and solely performed within the State of Ohio.

4. SOLE AGREEMENT

This Agreement constitutes the only agreement between LN and Customer with respect to the payment obligation contained herein. No other representations, provisions, understandings, promises or agreements, oral or otherwise, shall be of any force or effect. No modifications, amendments or waivers of any provision of this Agreement shall be valid unless in writing and signed by both parties.

AGREED TO AND ACCEPTED BY:

Lincoln Memorial University
 BY: [Signature]
 NAME: RANDY L. ELDRIDGE
 TITLE: VP for Finance & Operations

LexisNexis, a division of Reed Elsevier Inc.

BY: _____
 NAME: _____
 TITLE: _____

DATE:

DATE:

Phone# _____

LexisNexis Academic & Library Solutions
 Payment Plan Calculation for Lincoln Memorial School of Law

	YEARS							Total	Check Figure	Variance
	1	2	3	4	5	6	7			
Principal Amount	57,428.57	57,428.57	57,428.57	57,428.57	57,428.57	57,428.57	57,428.58	402,000.00	402,000.00	0.00
Interest Charge ^u				5,742.86	5,742.86	5,742.86	5,742.86	17,228.58	17,228.58	0.00
	<u>57,428.57</u>	<u>57,428.57</u>	<u>57,428.57</u>	<u>57,428.57</u>	<u>57,428.57</u>	<u>57,428.57</u>	<u>63,171.44</u>	<u>419,228.58</u>	<u>419,228.58</u>	<u>0.00</u>
% of Total	13.6986%	13.6986%	13.6986%	13.6986%	15.0685%	15.0685%	15.0686%	100.0000%	419,228.58	0.00
New Payment Figures	57,428.45	57,428.45	57,428.45	57,428.45	63,171.46	63,171.46	63,171.86	419,228.58		

SUBSCRIPTION ORDER – LexisNexis® DIGITAL COLLECTION

for

Lincoln Memorial (“Subscribing Institution”)

This Subscription Order is to the License Agreement for LexisNexis® Digital Collection between LN and Subscribing Institution dated _____.

1. Subscription Period.

This Subscription Order will begin _____ and continue until _____ (the “Initial Period”), and each subsequent one year period thereafter (each “Renewal Period”).

2. Subscription Service for LN Web-based Services.

Historical Archive Service: Option 1: U.S. Serial Set Digital Collection – The portion of the Service containing materials from 1789-1969: (including the American State Papers).

Option 2: Congressional Research Digital Collection - The portion of the Service containing Materials from 1830-2003.

Option 3: Congressional Hearings Digital Collection – The portion of the Service containing Materials from 1824 – 1979 (part A) and 1980-2003 (part B).

Option 4: Congressional Record Permanent Digital Collection – The portion of the Service containing Materials from 1873-1997.

Option 5: Congressional Record Permanent Predecessors – The portion of the Service containing Materials from 1789-1873.

Option 6: U. S. Serial Set Maps Digital Collection – The portion of the Service containing Materials from 1789-1969.

Option 7: U. S. Serial Set Digital Collection, pt. 2 – The portion of the Service containing Materials from 1970-1980.

Option 8: U. S. Serial Set Digital Collection, pt. 2 – The portion of the Service containing Materials from 1981-1990.

Option 9: U. S. Serial Set Digital Collection, pt. 2 – The portion of the Service containing Materials from 1991-2003.

Prospective Service: Option 1: U.S. Serial Set Digital Collection – The portion of the Service that is ongoing commencing with the Materials from 2004 and which is updated on a regular basis to include the most current Materials.

Option 2: Congressional Research Digital Collection - The portion of the Service that is ongoing commencing with the Materials from 2004 and which is updated on a regular basis to include the most current Materials.

Option 3: Congressional Hearings Digital Collection – The portion of the Service that is ongoing commencing with the Materials from 2004 and which is updated on a regular basis to include the most current Materials.

Option 4: Congressional Record Permanent Digital Collection – The portion of the Service that is ongoing commencing with the Materials from 1997 and which is updated on a regular basis to include the most current Materials.

Option 5: U. S. Serial Set Maps Digital Collection – not available

3. Fees.

In exchange for access to and use of the above Subscription Service(s) selected, Subscribing Institution will pay LN the following amount(s).

One time License Fee:	\$Congressional Research:\$63,000; Hearings A:\$92,500; Hearings B:\$92,500; Congressional Record:\$30,000; Serial Set & Maps:\$89,000; Serial Set 2: \$35,000.
Maintenance Fee:	\$ waived for first three years of service

4. Incremental Archive Schedule and Earned Archive Requirements for Congressional Research Digital Collection and Congressional Hearings Digital Collection (part B)

Under the terms set forth in Section 4 of the Agreement, the table below sets forth the schedule for Incremental Archives. The table also sets forth the Earned Incremental Archive requirements for a Subscribing Institution to be eligible to receive each Incremental Archive, which are (a) a continuous, uninterrupted Prospective Service subscription for the period covered by the Incremental Archive; and (b) payment of the digital archive fee for the Historical Archive Service.

SCHEDULE FOR ADDING INCREMENTAL ARCHIVES

INCREMENTAL ARCHIVE SCHEDULE		EARNED INCREMENTAL ARCHIVE REQUIREMENTS	
Archive Name	Archive Period	Continuous, Uninterrupted Prospective Service subscription for the Archive Period and all subscription fees paid in full in accordance with the Subscription Order	Payment of Digital Archive Fee for Historical Archive Service
Incremental Archive 2010	Materials for 2004-10	Required; either CY2006-10 or FY2006/07-2010/11	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)
Incremental Archive 2015	Materials for 2011-15	Required; either CY2011-15 or FY2011/12-2015/16	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)
Incremental Archive 2020	Materials for 2016-20	Required; either CY2016-20 or FY2016/17-2020/21	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)
Subsequent Incremental Archives (2025, 2030, etc.)	Materials for consecutive five-year increments of coverage (2021-2025, 2026-2030, etc.)	Required; Continuous subscription for the five year corresponding to each Incremental Archive (CY2021-25 or FY2021/22-2025/26, CY2026-30 or FY2026/27-2030/31, etc.)	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)

NOTES:

- CY means on a calendar year basis and FY means on a 12 month fiscal year basis as determined by Subscribing Institution's Subscription Period.

ACKNOWLEDGED AND AGREED BY:

____ ("Subscribing Institution")
 BY: Liason Memorial University
 NAME: Randy L. Ettridge
 TITLE: V.P. Finance/Operations
 DATE: 4/3/09

LexisNexis, a division of Reed Elsevier Inc.
 BY: _____
 NAME: _____
 TITLE: _____
 DATE: _____

End User Agreement for LexisNexis® Digital Collection

This End User Agreement for LexisNexis Digital Collection ("Agreement") is entered into by and between LexisNexis, a division of Reed-Elsevier Inc. ("LN"), with offices at 7500 Old Georgetown Road, Suite 1300, Bethesda, Maryland, 20814-6126 and the institution listed below ("Subscribing Institution"). This Agreement must be signed by an authorized representative of the Subscribing Institution.

Lincoln Memorial University, Harrogate, TN

Subscribing Institution Name, City, State or Country

DEFINITION OF TERMS

Effective Date:

Subscribing Institution: The following entities may be a Subscribing Institution: Higher Education Institutions, Public Library Systems, Government Institutions, Corporations, and Non-Profit Organizations.

Service: The LN service(s) which includes Web-based access through LN's proprietary interface to the Materials available in a Historical Archive Collection, as indicated in a Subscription Order. The Service may also include access to the Materials in a Prospective Service if the Subscribing Institution so elected.

Materials: The electronic archive (computer files) of all documents and related bibliographic records accessed through the Service(s) selected on a Subscription Order. The term Materials shall also include Archive Materials.

Historical Archive Collection: The Materials included in the historical collection(s) elected by the Subscribing Institution on the Subscription Order.

Prospective Service: A Prospective Service includes new Materials that are added to Historical Archive Collections as the Materials become available. The Subscribing Institution may elect a Prospective Service on the Subscription Order.

Incremental Earned Periods: An Incremental Earned Period is a portion of a Prospective Service which will be added to a Historical Archive Collection in five year periods commencing with Materials from 2004 through 2010. In order to have an Incremental Earned Period added to a Historical Archive Collection, the Subscribing Institution must maintain a continuous subscription to the Prospective Service during the Incremental Earned Period and must pay all associated Subscription & Maintenance Fees and the Digital Archive Fee.

Subscription Period, ISP and RSP (collectively, "Subscription Periods"): A Subscription Period is a period of time in which a Subscription Order is in place and for which the Subscribing Institution has paid the Subscription & Maintenance Fees for access to and use of the Services elected. The initial subscription period ("ISP") is for the length of time specified in the initial Subscription Order. Thereafter, this Agreement automatically renews for successive one year renewal subscription periods ("RSP") until terminated by either party as set forth in this Agreement.

Subscription Order: A written document that is signed by both parties that expressly references this Agreement and that describes the Service(s) elected. The Subscription Order will also define the Subscription Period and the applicable fees and any other applicable terms and conditions. There will be a Subscription Order for the ISP and for each RSP. All Subscription Orders are incorporated into this Agreement by reference.

Subscription & Maintenance Fees: The fees set forth in the Subscription Order for the specified Subscription Period. The Subscribing Institution will have access to and use of the Service during the Subscription Periods, in exchange for payment of the Subscription & Maintenance Fees. The Subscription Fees cover charges for access to the Materials during the Subscription Period. The Maintenance Fees cover all charges associated with access to and use of the Service during the Subscription Period.

Digital Archive Fee The fees set forth in the Subscription Order for perpetual access to and use of the Historical Archive Collection (including any Earned Incremental Periods) in the format selected by the Subscribing Institution following termination of all Subscription Periods.

Authorized Users: For purposes of this Agreement, Authorized Users are defined to include:

 Higher Education Institutions: Enrolled students, active instructors, active faculty, administrative staff, and walk-in users.*

Public Library Systems: Staff of the library system, registered patrons of the library, and walk-in users.*

***Walk-in Users:** Individuals who are working on-site at either a Higher Education Institution or Public Library System with the permission of the Subscribing Institution.

Government Institutions: Staff and researchers working for the Government Institution.

Corporations and Non-Profit Organizations: Staff, researchers, and volunteers working for a corporation or non-profit organization.

A Subscribing Institution may request other individuals not defined above to be Authorized Users. The Subscribing Institution must obtain LN' prior written approval.

Remote Access: Access to the Service by a Subscribing Institution's Authorized Users from a location other than the Subscribing Institution's buildings or campus. Remote Access entails an obligation on the part of the Subscribing Institution to protect the Service from access by unauthorized persons by positively identifying remote users and using a secure authentication process to restricted access to Authorized Users only.

1. TERM; TERMINATION

This Agreement shall begin on the Effective Date and will continue until terminated by either party. The Subscribing Institution shall abide by the terms and conditions stated herein for the use of the Service. This Agreement may be terminated: (a) immediately upon written notice if there is a breach which remains uncured more than 30 days after the non-breaching party provides written notice of the specific breach to the breaching party; or (b) for convenience as of the last day of a Subscription Period upon at least 30 days prior written notice to the other party.

2. ACCESS TERMS

2.1 During Subscription Periods. In exchange for payment of the Subscription & Maintenance Fees, the Subscribing Institution will have access to and use of the Materials in the Service during Subscription Periods. Subscription & Maintenance Fees may increase annually, but not in excess of 5% per year, or 1% above the then current National Labor Consumer Price Index as published by the U.S. Department of Labor, Bureau of Statistics, whichever is less.

2.2 Perpetual Access: After termination of all Subscription Periods, the Subscribing Institution may continue to access the Materials in the Historical Archive Collection (including any Incremental Earned Periods Materials) (collectively "Archive Materials") on a perpetual basis access by paying the appropriate Digital Archive Fees specified in the Subscription Order in addition to being current on all past Subscription & Maintenance Fees. Alternatively, the Subscribing Institution may continue to access the Archive Materials on a perpetual basis if at any time during a Subscription Period LN is unable or unwilling to maintain the Archive Materials and make them accessible to the Subscribing Institution through the Service. In either case, the Subscribing Institution's access to the Archive Materials will be in the format elected by the Subscribing Institution in accordance with Section 2.2.1 and will not be not through LN's Web-based Service.

2.2.1 To obtain the Archive Materials pursuant to Section 2.2, the Subscribing Institution must send a written request to LN for such Archive Materials and include a signed copy of this Agreement. Upon receipt of the Subscribing Institution's written request and a copy of this Agreement, LN will provide the Archive Materials, at no additional cost, in an appropriate machine-readable format by means of an appropriate transfer method, as mutually agreeable to both parties (e.g., shipment of data storage media such as CD-ROMs, DVDs or electronic delivery using FTP). In such a case, the Subscribing Institution shall have the perpetual right to make the Archive Materials available to its Authorized Users in a manner consistent with this Agreement by whatever method it chooses. Subscribing Institution is authorized to make such further copies in perpetuity as it may deem necessary for purposes of archival

preservation, refreshing, or migration, including migration to other formats, so long as the purpose of such copying is solely for continued access to and/or archival retention of the data and does not violate or extend the use rights contained in this Agreement or its successor.

2.2.2 If the Subscribing Institution has paid the Digital Archive Fee, but elects to terminate its maintenance subscription (i.e., not pay the Maintenance Fees) to the Historical Archive Collection, the Subscribing Institution may reactivate its maintenance subscription to the Historical Archive Collection without again paying the Digital Archive Fee so long as the reactivation occurs within 36 months from the date of termination. If the Subscribing Institution reactivates its maintenance subscription to the Historical Archive Collection more than 36 months after the termination date, the Subscribing Institution must first pay off the amount of any unpaid Subscription & Maintenance Fees due from prior Subscription Periods before it will be granted access to the Historical Archive Collection.

2.3 Digital Collections with a Historical Archive Collection and a Prospective Service will add Incremental Earned Periods every five year period commencing with Materials from 2004 through 2010, as set forth in the Subscription Order. If the Subscribing Institution has maintained a continuous subscription to a Historical Archive Collection and a Prospective Service and has paid all Subscription & Maintenance Fees and the Digital Archive Fees related thereto, then the Subscribing Institution shall be entitled to add the Incremental Earned Period into its Historical Archive Collection at the end of such Incremental Earned Period and will not be required to maintain a full Prospective Service subscription.

2.4 LN shall maintain the Archive Materials and Prospective Materials in the current format of XML and PDF. This format may change if the technology for storage and access changes.

2.5 If the Subscribing Institution has subscribed to the Historical Archive Collection by paying the Digital Archive Fee for the Historical Archive Collection and also maintains a continuous subscription to the Prospective Service, the annual Maintenance Fees for the Historical Archive Collection will be waived.

3. GRANT OF USE RIGHTS DURING SUBSCRIPTION PERIODS.

3.1 LN hereby grants to the Subscribing Institution and its Authorized Users a non-exclusive, nontransferable, limited right to access and use the components of the Service for the period of time for which the Subscribing Institution has paid the Subscription & Maintenance Fees.

3.2 The above grant of rights includes for each Authorized User:

- a) The right to use the Service to identify and display Materials to oneself and to other Authorized Users.
- b) The right to print, store, display, reproduce, transmit, and publish (either in printed or machine-readable format), an insubstantial number of documents (or portions thereof) and bibliographic records retrieved from the Service.
- c) The right to incorporate an insubstantial number of documents (or portions thereof) and bibliographic records retrieved from the Service into printed documents or online resources such as articles, books, reports, and instructional materials, and temporary electronic reserves.

3.3 This does not limit the number of simultaneous users of the Service.

3.4 To the extent permitted by applicable copyright law and not further limited or prohibited herein, Authorized Users, may make copies of Materials retrieved from the Services and distribute the Materials and copies. Except as specifically provided in the above license, Authorized Users are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Services.

3.5 To the extent permitted by applicable copyright law and not further limited or prohibited herein, the Subscribing Institutions may make copies (including digital copies) of Materials retrieved from the Service and distribute the Materials and copies as part of a formal inter-library loan (ILL) program, where this program is administered directly by the Subscribing Institution, restricted to official ILL partner libraries, and operated in accordance with generally accepted practices for such programs.

3.6 The rights set forth above relate to the Subscribing Institution and its Authorized User's use of the Service during Subscription Periods. Following the expiration of all Subscription Periods, if the Subscribing Institution has paid the Digital Archive Fee or is otherwise entitled the perpetual right to access the Historical Archive Collection Materials (including any Earned Incremental Periods) pursuant to Section 2, the Subscribing Institution shall have the perpetual right to access the Service Materials as set forth in Section 2.2.1.

4. OWNERSHIP OF THE SERVICE

4.1 All right, title, and interest (including all copyrights and other intellectual property rights) in the Services (in both print and machine-readable forms) belong to LN or its third party suppliers of Materials. The Subscribing Institution and its

Authorized Users acquire no proprietary interest in the Services, Materials, or copies thereof except for the limited license rights set forth herein.

4.2 Neither the Subscribing Institution nor its Authorized Users may use the Services or Materials in any fashion that infringes the copyrights or proprietary interests therein. Authorized Users may not remove or obscure any copyright notices or other notices contained in the Materials.

4.3 LN may add or delete Materials to the Service and otherwise change the Service without notice provided such changes do not substantially reduce the value of the service as a research tool.

5. RESTRICTIONS

5.1 Neither Subscribing Institution nor its Authorized Users may use the Service or Materials to determine a consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.

5.2 Notwithstanding the rights listed above, the Subscribing Institutions and its Authorized Users shall not create derivative products for resale, and shall not store, publish, or make available documents or bibliographic records retrieved from the Service in such a way as to compete with or undermine the efforts of LN to sell and sustain subscriptions to the Service. Nor shall the Subscribing Institution or its Authorized Users provide access to the Service, Materials, or any other form of assistance to any person for such purposes.

5.3 Providing Materials to persons who are not Authorized Users at the Subscribing Institution on an on-demand basis is forbidden, unless done as part of a formal inter-library loan program as described in Section 3 or agreed to in writing by LN.

5.4 Neither the Subscribing Institution nor its Authorized Users shall knowingly or negligently permit others to access or use the Services in any manner whatsoever by any means other than the user interface provided by LN or an LN approved third party supplier. Use of the Services is permitted only via manually conducted, discrete, individual search and retrieval activities. All access to and use of the Services via mechanical, programmatic, robotic, scripted or any other automated means is STRICTLY PROHIBITED without specific written permission from LN, regardless of which, LN shall retain the right to cancel or forbid such use at its discretion.

6. ACCESS AND USER AUTHENTICATION METHODS

LN shall provide access to the Service to the Subscribing Institution. The Subscribing Institution must strictly control access to the Service to Authorized Users by use of one or more of the following methods:

- Internet Protocol ("IP") domain address filtering, whereby the Subscribing Institution provides LN with IP addresses registered to the Subscribing Institution and vouchsafes that these IP addresses are associated only with sites controlled by the Subscribing Institution.
- Proxy Server IP address filtering, whereby the Subscribing Institution provides LN with IP addresses of a proxy server belonging to or operated on behalf of the Subscribing Institution and vouchsafes that proxy server access is granted only to Authorized Users located at the Subscribing Institution or to remote users that have been authenticated as Authorized Users by the Subscribing Institution, using a secure patron authentication system.
- LN Remote Access Script, used by the Subscribing Institution under the terms and conditions of the Remote Access Addendum which must be signed and attached to this Agreement if Subscribing Institution wishes to use this method.
- Such other methods as mutually agreed by the parties in writing.

7. WARRANTY

7.1 LN represents and warrants that it has the full right and authority to make the Service and Materials available to the Subscribing Institution and its Authorized Users pursuant to the terms of this Agreement.

7.2 EXCEPT FOR THE FOREGOING WARRANTY, THE SERVICE AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN, AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY

8.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) the content of the Service including any errors in or omissions from the Service or any Materials available or not included therein, (b) the unavailability or interruption of the Service or any features thereof, (c)

the Subscribing Institution's and its Authorized User's use of the Service (regardless of whether they received any assistance from a Covered Party in using the Services), (d) the Subscribing Institution's and its Authorized User's use of any equipment in connection with the Service, or (e) any delay or failure in performance beyond the reasonable control of a Covered Party.

8.2 "Covered Party" means (a) LN, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of LN or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

8.3 EXCEPT FOR LN'S OBLIGATIONS PURSUANT TO SECTION 9 BELOW, THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE SERVICE OR MATERIALS SHALL NOT EXCEED THE AMOUNT OF FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. THE SUBSCRIBING INSTITUTION'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES, WHICH IT MAY HAVE AGAINST ANY COVERED PARTY.

8.4 THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

9. DEFENSE OF AN INFRINGEMENT CLAIM

LN shall defend, or at its option, settle any action or proceeding of any kind or description based upon a third party's claim of patent, trademark, servicemark, copyright or trade secret infringement, related to use of the Service (excluding any decisions or advice made or given as a result of the use of or reliance upon the data) provided by LN asserted against Subscribing Institution by such third party provided: (i) the use of the Service that is the subject of the claim was in accordance with this Agreement; (ii) LN is given prompt notice of any such claim; and (iii) LN is given the right to control and direct the investigation, defense and settlement of each such claim. Subscribing Institution, at the expense of LN, shall reasonably cooperate with LN in connection with the foregoing.

Should the Service or the operation thereof become, or in the opinion of LN is likely to become, the subject of a claim of infringement, Subscribing Institution shall permit LN, at its option and expense, either; (i) to procure for Subscribing Institution the right to continue using the Service; (ii) to replace or modify the same so that it becomes non-infringing; or, (iii) to terminate the Agreement upon notice to Subscribing Institution and grant Subscribing Institution a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

10. MISCELLANEOUS

10.1 Subscribing Institution shall not be liable for breach of any of the terms of this Agreement by any Authorized User provided that Subscribing Institution; i) is not in breach of its obligations under this Agreement; ii) did not intentionally assist in or encourage such breach or permit such breach to continue after receiving notification; and (iii) provided Subscribing Institution reasonably cooperates with LN to prevent misuse.

10.2 This Agreement and any addenda, attachments or exhibits hereto constitute the entire agreement between the parties with respect to the subject matter herein and supersedes any and all prior written or oral agreements and understandings. In the event of a conflict or inconsistencies between this Agreement and the terms set forth in a Subscription Order, the terms set forth in this Agreement will control.

10.3 These terms and conditions may be changed by LN from time to time immediately upon written notice. Notwithstanding the foregoing, LN will use reasonable commercial efforts to provide the Subscribing Institution with advanced notice of any change, if possible, but LN reserves the right to make any change effective immediately if the nature of the change is of a compelling, time-sensitive nature. Additionally, any changes made by LN shall not be arbitrarily directed against the Subscribing Institution or intended to undermine the terms and conditions mutually agreed to by the parties. The Subscribing Institution may immediately terminate this Agreement upon written notice to LN if any change is unacceptable. In such event, Subscribing Institution shall maintain the right to receive the Materials included in the Historical Archive Collection (or components for which it has paid the Digital Archive Fee) pursuant to the terms of this Agreement. Either party shall also have the right to terminate for a material breach. The effective date of termination will be 30 days from the date notice of the specific breach is provided. In the event the Subscribing Institution fails to honor the obligations in Sections 3, 4, 5 or 6, LN reserves the right to immediately suspend the Subscribing Institution's access to and use of the Service without notice.

10.4 If LN (a) terminates or suspends its business, (b) becomes subject to any bankruptcy or insolvency proceeding under any Federal or State statute, or (c) becomes insolvent or subject to direct control by a trustee, receiver, or similar

authority, the Subscribing Institution may, in addition to its other rights and remedies under this Agreement, terminate this Agreement on 30 days notice to LN.

10.5 If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the same shall not affect any of the other provisions of this Agreement and the parties will endeavor to replace the provision with a valid, lawful or enforceable one that most closely embodies the original intentions of the parties. Failure or delay by either party in exercising any right or power hereunder shall not operate as a waiver of such right or power.

10.6 Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of their performance of obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy, or due to war, riot, flood, civil commotion, insurrection, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power, malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed.

10.7 Headings are for the convenience of the parties and have no legal effect.

10.8 If any state or local sales, use, or similar taxes are applicable to the Subscription Order, Subscription & Maintenance Fees and/or Digital Archive Fee, such taxes shall be charged to Subscriber's account. If Subscriber is exempt from any such taxes, the tax shall not be charged to Subscriber upon receipt of a certificate of exemption.

10.9 Subscribing Institution may not assign this Agreement without the prior written consent of LN, which consent will not be unreasonably withheld. LN may freely transfer or assign this Agreement, without notice, to i) any affiliate of LN, including, without limitation, any parent company, division or subsidiary, or ii) any person or entity who acquires all or substantially all of the business or assets of LN that relate to this Agreement.

10.10 Neither party may bring an action against the other party beyond 2 years after the cause of action has occurred.

10.11 The following clauses shall survive the cancellation, expiration, or other termination of this Agreement: 7, 8, 9 and 10.

AGREED TO AND ACCEPTED BY:

Lincoln Memorial University
SUBSCRIBING INSTITUTION
BY: [Signature]
NAME: Randy L. Eldridge
TITLE: V.P. Finance/Operations
DATE: 4-13-09

LexisNexis, a division of Reed Elsevier Inc.

BY: _____
NAME: _____
TITLE: _____
DATE: _____

5000 Miller Court East
Norcross, GA 30071



Toll Free Phone: 1-877-207-3127
Fax: 1-877-207-3129
www.integratedtek.com

Invoicing address

Quote #: 03192009LincolnVer5
Library Name: Lincoln Memorial University Law Library
Contact: Gordon Russell: 865-524-5238
Address: 6765 Cumberland Gap Pkwy. Bx 2003 Harrogate, TN 37752
Telephone: 423 269-3611
Fax:
Email: gordon.russell@lmu.net.edu

Item #	Description	Unit List Price	Quantity	Your Unit Price	Unit	Your Extended Price
Tags & Labels						
RFID370COMBO	Standard Square Book Tag with duplicate bar code label. Sold in Rolls of 2000	\$ 0.55	4000	\$ 0.52	Each	\$ 2,080.00
RFID370CD	CD/DVD Tag	\$ 0.46	500	\$ 0.42	Each	\$ 210.00
RFID370CDCUS1	Custom Printing on CD/DVD Tag - 1 Color	\$ 0.10	500	\$ 0.10	Each	\$ 50.00
Staff Applications						
<i>Purchase Options - Tagging, Staff Circulation, and Shelf Reading</i>						
DISU45	Label Dispenser	\$ 649.00		\$ -	Each	\$ -
RFID210	FlexCheck™ Staff Station. Includes RFID reader and antenna, DirectReader™ staff application, TagFast™ tag programming software. Library must supply computer.	\$ 3,000.00	1	\$ 2,550.00	Each	\$ 2,550.00
RFID500WC	PowerReader™ Shelf Reading System. Includes RFID reader, shelf-reading wand antenna, Apex ShelfMaster™ software, and mobile cart with battery. Library must supply computer.	\$ 6,500.00		\$ -	Each	\$ -
Self-Checkout						
RFID300FSMED	Apex XpressCheck™ Modallion - Freestanding Kiosk	\$ 15,495.00	1	\$ 15,495.00	Each	\$ 15,495.00
XCTOPPER	Custom Screen Topper	\$ 250.00		\$ -	Each	\$ -
Self-Checkout Add-Ins						
<i>Administrative</i>						
XCMC	Management Console for Remote Admin.	\$ 1,200.00		Included	Each	\$ -
XCSF	Store and Forward for Apex XpressCheck	\$ 1,200.00		Included	Each	\$ -
XCRM	Remote Messaging for Apex XpressCheck	\$ 750.00		Included	Each	\$ -
Fines and Fees						
XCPAYML	Apex XpressCheck Fines/Fees Payment Software License. One required per library system.	\$ 895.00		\$ -	Each	\$ -
XCPAYCL	Apex XpressCheck Fines/Fees Payment Software Client License. One required per unit.	\$ 325.00		\$ -	Each	\$ -
XCCBA	Coin and Bill Acceptor	\$ 2,695.00		\$ -	Each	\$ -
XCMAGST	Mag Stripe Reader for Credit/Debit Cards For use with Authorize.Net Gateway and library's own merchant account	\$ 180.00		\$ -	Each	\$ -
CD/DVD Security						

5000 Miller Court East
Norcross, GA 30071



Toll Free Phone: 1-877-207-3127
Fax: 1-877-207-3129
www.integratedtek.com

Item #	Description	Unit List Price	Quantity	Your Unit Price	Unit	Your Extended Price
DISCPRESS2SING	DiscXpress II CD/DVD security vault system. Includes a single tower (storage for 500 disks) and software. Requires separate purchase of Apex XpressCheck™.	\$ 8,995.00	1	\$ 6,295.50	Each	\$ 6,295.50
Book Returns						
RFID610FC woRP	Vista Book Drop™ (no customer receipt). Includes Computer, software, RFID hardware, and standard RFID-ready faceplate/chute.	\$ 8,850.00		\$ 7,222.50	Each	\$ -
Additional						
INSTALLREM	Remote Installation ² and/or Training	\$ 750.00	1	\$ 750.00	Each	\$ 750.00
INSTALL	Installation ³ and/or Training	\$ 2,500.00		\$ -	Each	\$ -
INSTALLPED	Security Pedestal Installation ⁴ (quantity is number of sites)			\$ -	Total	\$ -
SHIP	Shipping and Administrative			\$ 369.40	Each	\$ 369.40
INSTALLSORT	Installation and/or Training - Sorter	\$ 5,000.00		\$ -	Each	\$ -
SHIPSORT	Shipping and Administrative - Sorting			\$ -	Each	\$ -

Grand Total: \$ 27,799.90

² Not an option for security pedestals. Must have on-site configuration.

⁴ Includes in-floor mounting and/or electrical and network connections. Does not include trenching or electrical/network cabling.

Prices quoted above include first year's support and maintenance.

Support and maintenance following first year:

\$ 2,549.00

10% per year of the unit list prices shown above with the exception of tags and overlays for which support contract does not apply.

Good through: 7/30/2009

Quoted By: Jonathan Seitz

Today's Date: 5/1/2009

Accepted By:

Randy L. Eldridge
Randy L. Eldridge, C.F. Finance/operations

Accepted Date:

5-20-09

* ship to address: Lincoln Memorial University
Duncan School of Law
601 West Summit Hill Dr.
Knoxville, TN 37902
Attn: Gordon Russell

TECH LOGIC STANDARD SALE TERMS AND CONDITIONS

Offer and Acceptance. This document is an offer to enter into an agreement. For an effective agreement to be reached, a duly authorized agent of Purchaser must accept all of the terms and conditions set forth below, none of which can be altered or amended without Tech Logic's prior written agreement.

Quotations and Prices. The price stated on a Tech Logic quotation form is firm for the initial product or equipment order only. Prices are subject to change without notice.

Oral quotations will not be honored by Tech Logic and written quotations will automatically expire ninety (90) calendar days from the date issued unless otherwise specified in our quote and are subject to earlier termination by written notice. All prices are FOB, Tech Logic's manufacturing facility.

Payment Terms. The net amount of each invoice is due in full, within ten (10) days of date of invoice. A payment of 50% of order due upon execution of Order confirmation, 40% payment due net 10 at shipping, 10% payment due net 10 after installation completed. A 1 1/2% interest charge per month will be charged on past due accounts, to the extent permitted by law.

Taxes. All present or future sales, use, revenue, excise or other taxes applicable to the products or equipment which are the subject of this Agreement shall be added to the purchase price and shall be paid by Purchaser, unless Purchaser provides Tech Logic with a tax exemption certificate acceptable to the relevant taxing authorities.

Shipment. Both the method and the route of shipment are at the discretion of Tech Logic, unless Purchaser supplies explicit instructions to the contrary. Identification of the products or equipment to the agreement and the risk of loss will pass to Purchaser at the time of delivery to the carrier.

Cancellation. After Purchaser places an order which is accepted by Tech Logic, Purchaser may cancel the order only with the written consent of Tech Logic. Upon such cancellation, Purchaser shall pay or reimburse Tech Logic for all of Tech Logic's costs, expenses and its loss of profit which resulted from the cancellation of the order.

Special Orders and Infringement. If any product or equipment is manufactured and/or sold by Tech Logic to meet Purchaser's particular specifications or requirements and is not part of Tech Logic's standard offered line to the trade generally in the usual course of Tech Logic's business, Purchaser shall defend, protect, and save Tech Logic harmless against all suits at law or in equity and from all damages, claims, and demands for actual or alleged infringement of any United States or foreign patent and Purchaser shall, at Tech Logic's request, defend any suit or actions which may be brought against Tech Logic for any alleged infringement because of the manufacture and/or sale of any such product or equipment.

Software. Purchaser acknowledges and agrees (i) that all software products, provided by Tech Logic, are being licensed and not sold for Purchaser's use, (ii) that the words "purchase," "sold" or similar words are intended to, and are agreed to mean "license" and (iii) that Tech Logic retains ownership of and title to all software products provided to Purchaser, notwithstanding any contrary language in the agreements between the parties. Tech Logic hereby grants Purchaser a nonexclusive, royalty free license of the software products which Purchaser agrees to use, operate and process only with equipment agreed upon at the time of purchase.

Governing Law and Venue. This Agreement shall be governed by and construed under and in accordance with the laws of the State of Minnesota, United States of America (without regard to conflicts of laws principles). The venue of any legal action arising out of this Agreement shall be the Federal or State Courts located in Washington County in Minnesota, U.S.A.

Equipment Limited Warranty. Tech Logic warrants to Purchaser that in normal and contemplated use and service, the equipment (with the exception of parts supplied by another vendor) purchased from Tech Logic will be free from defects in material or workmanship for a period ending (i) one (1) year from the installation complete date, or (ii) upon the expiration of the time specified with respect to a particular item, whichever is applicable. Subject to the conditions and exclusions contained in this document, Tech Logic will, at its option, either repair or replace any defective equipment or part thereof, or refund the purchase price of the defective equipment. Expendable and/or consumable items or parts included with the equipment are not covered under this limited warranty. This limited warranty does not cover equipment which has been misused, altered, neglected, handled carelessly, or used for purposes other than its intended purpose. This limited warranty also does not cover loss or damage resulting from any casualty loss or from unauthorized use or service. Under no circumstances shall Tech Logic be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use or inability to use the equipment purchased for any purpose.

Equipment Warranty Service Procedures. If a defect should appear during the warranty period, Purchaser should promptly call Tech Logic Customer Service. Customer Service will advise Purchaser to return the equipment or propose a schedule for on site repair. If applicable, a return material authorization will be assigned and Purchaser shall return the defective equipment, freight and insurance prepaid, in the original shipping container, to Tech Logic, 1818 Buerkle Road, White Bear Lake, Minnesota 55110, or to another designated service location. All returned defective equipment must be accompanied by a written statement including: the name of Purchaser's contact; the return material authorization; and the action desired. Tech Logic shall not be responsible for any loss or damage incurred in shipping. Any warranty work to be performed by Tech Logic shall be subject to Tech Logic's confirmation that the equipment meets Tech Logic's warranty requirements. If a defect is covered by this limited warranty, the repaired or replaced equipment will be returned to Purchaser at Tech Logic's cost. Following a warranty repair or replacement, this limited warranty shall continue in effect until the end of the original warranty period or

for sixty (60) days after the repair or replacement, whichever is later.

Product Limited Warranty. Tech Logic warrants to Purchaser that in normal and contemplated use and service the products purchased by Purchaser ("products" includes components, consumables and similar materials, but excludes equipment) shall be free from defects in material or workmanship for a period ending (i) one year from the date of original shipment by Tech Logic, or (ii) upon expiration of the time specified with respect to a particular product, as applicable. Subject to the conditions and exclusions in this document, Tech Logic will, at its option, repair or replace any defective product, or refund the purchase price of the product. Under no circumstances shall Tech Logic be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use or inability to use the product purchased for any purpose. Tech Logic RFID tags are covered by a lifetime warranty, where the lifetime of the tag relates to the item to which it is affixed.

Product to Conform to Sample. In the event Tech Logic provided Purchaser with a sample or model of the product, the product delivered to Purchaser is guaranteed to conform to the sample or model identified on the purchase document which has been accepted by Tech Logic, in all material respects.

Product to Conform to Specified Standards. In the event standards for the product are specified on the purchase document accepted by Tech Logic, the product delivered to Purchaser is guaranteed to conform to the specified standards until expiration of the period of time described in the section titled "Product Limited Warranty."

Product Warranty Service Procedures. If within the Product Limited Warranty period, any product proves defective due to defects in material or workmanship, or fails to meet the written specifications as described in this Agreement, or (if applicable) fails to conform to the sample Tech Logic provided to Purchaser, Purchaser shall promptly notify Tech Logic as soon as reasonably practicable. The notification shall be in writing, or confirmed in writing within the Product Limited Warranty period. Within a reasonable time, Tech Logic may either replace the product or refund the purchase price. Tech Logic may require return of the defective product prior to refund or replacement.

Exclusion of Warranty of Fitness for any Purpose. Tech Logic makes no warranty as to the suitability or fitness of any of its equipment or products for any particular purpose specific to the Purchaser. The Purchaser is solely responsible for the selection, use, efficiency, fitness and suitability of Tech Logic's equipment and products. The Purchaser assumes all risks and liabilities in connection with the use of Tech Logic's equipment and products.

Limitation to Amounts Paid. Tech Logic's liability, if any, to Purchaser or to the customers of Purchaser or any other person under this limited warranty shall in no event exceed the total amount paid to Tech Logic by the Purchaser for defective or non-conforming equipment or product.

Limitation of Liability for Consequential and Similar Damages. In no event shall Tech Logic be liable to Purchaser for any indirect, special or consequential damages or lost profits arising out of or relating to Tech Logic's equipment or products, or the performance or non-performance of the equipment or products, even if Tech Logic has been advised of this possibility.

THE LIMITED WARRANTY AND REMEDIES SET FORTH IN THIS DOCUMENT ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO ANY PERSON FOR ANY DAMAGES OF ANY KIND AND NATURE, INCLUDING INCIDENTAL, CONSEQUENTIAL OR SPECIAL, RELATED TO TECH LOGIC'S EQUIPMENT OR PRODUCTS, WHETHER ARISING FROM WARRANTY, CONTRACT, NEGLIGENCE, TORT OR OTHERWISE. TECH LOGIC SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTY. NO WAIVER, ALTERATION, OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF TECH LOGIC.

In the event any implied warranties (including, but not limited to the implied warranties of merchantability and fitness for a particular purpose) are found to exist, such warranties are limited (i) in duration to the period of the limited warranties set forth in this document, and (ii) in amount to the total amount paid to Tech Logic by the Purchaser for the product or equipment in question. (Some States do not permit the exclusion of incidental or consequential damages, and in those States the foregoing limitation may not apply. The limited warranties set forth in this document give the Purchaser specific legal rights and the Purchaser may have other legal rights which vary from State to State.)



Tech Logic Returns Policy

All returns require RMA numbers issued by Tech Logic. If you need to return an item, our Customer Care Professionals will guide you through the returns process and provide you with a return materials authorization number.

The customer must call into Tech Logic first for non-functioning equipment. Together we will troubleshoot equipment problems, if not resolved, Tech Logic will notify the warehouse of equipment failure and then the appropriate deployment of replacement equipment will ensue.

An invoice will be issued for the replacement part. If the returned item is tested as non-functioning and is covered under warranty, Tech Logic will issue a credit to the customer for the full invoiced amount of the replacement part.

If the returned device is determined to be functioning, a credit will be issued for the returned part minus a 25% of sell price restocking fee. Shipping is included in the sell price for the item and will not be treated as a separate item. The restocking fee will be waived if a Tech Logic Customer Care Associate diagnoses the problem and directs you to return the part to Tech Logic.

If you received an incorrect item, Tech Logic will pay the return shipping costs if the return is a result of our error and send you the correct item or issue a credit if you were incorrectly charged.

You should expect to receive your credit within four weeks of giving your package to the return shipper however, in many cases you will receive a refund more quickly. This time period includes the transit time for us to receive your return from the shipper (5 to 10 business days), the time it takes us to process your return once we receive it (3 to 5 business days), and the time it takes to process the credit request (5 to 10 business days).





The H.W. Wilson Company

950 University Avenue • Bronx, NY 10452

Telephone 718-588-8100 • 800-367-6770 • Facsimile 718-590-1617 • 800-590-1617

E-mail custserv@hwwilson.com • Homepage: www.hwwilson.com

New York • Dublin

WilsonWeb Pricing for Lincoln Memorial University Duncan School of Law

May 8, 2009

One Time Purchase:

Database	Law School Only	Campus-wide
Index to Legal Periodical Retrospective	\$11,378	\$14,910
Annual Access Fee after Year 1	\$669	\$746

The one-time purchase price can be paid in two equal payments over two years.
Price per year:

Database	Law School Only	Campus-wide
Index to Legal Periodical Retrospective	\$5,689	\$7,455
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Annual Subscription:

Database	Law School Only	Campus-wide
Index to Legal Periodical & Books with Full Text	\$3,354	\$5,032
with purchase of ILP Retrospective	\$2,959	\$4,440

- Off-campus access is available at no additional cost.
- Prices are valid through August 31, 2009.

Index to Legal Periodicals Retrospective is a bibliographic database that cumulates citations from print editions of *Index to Legal Periodicals* published between 1908 and 1981. Periodical coverage includes law reviews, bar association journals, university publications, yearbooks, institutes, and government publications. *Index to Legal Periodicals Retrospective* covers all areas of jurisprudence, including court decisions, legislation, and original scholarship.

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New York • Dublin

The H.W. Wilson Company

950 University Avenue • Bronx, NY 10452

Telephone 718-588-8400 • 800-367-6770 • Fax 718-590-1617 • www.hwwilson.com

H.W. Wilson General Database License Agreement

1.0 The Parties. This Agreement is between the Subscriber and H.W. Wilson Company ("Wilson"). Wilson agrees to provide Authorized Users with a non-exclusive, nontransferable license to have access to and use of the Wilson Products indicated in the Invoice. The Subscriber agrees to pay fees to Wilson according to the terms of this Agreement and to use all Wilson Products only in the manner set forth herein.

If the Subscriber is a library that is part of or affiliated with an institution of higher learning (example - a college or technical school), "Authorized Users" means: (i) on-site: staff, employees and duly enrolled students and walk-in users of the library; (ii) remote access: limited to staff, employees and duly enrolled students for personal, non-commercial use. Special user classes such as alumni require prior approval from H.W. Wilson and are not considered Authorized Users until permission is granted from Wilson. (For approval information, email Wilson's Director of Vendor Relations Jlavaska@hwwilson.com.)

If the Subscriber is a library that is part of or affiliated with a school serving students grades kindergarten through grade 12, or its equivalent, "Authorized Users" means school staff, employees and duly enrolled students. Remote access is included for these Authorized Users for personal, non-commercial use.

If the Subscriber is a public library, "Authorized Users" means: (i) on-site: library staff, library patrons, including walk-in patrons that are not registered borrowers of the library as well as registered borrowers; (ii) remote access is for staff and registered borrowers for personal, non-commercial use.

If the Subscriber is a special library, "Authorized Users" means patrons, on-site staff and employees of the Subscriber.

2.0 Wilson's Duties

2.1 Wilson's Services. Subject to the terms and conditions set forth herein and in the Invoice, Wilson shall make the WilsonWeb Subscription Site available for searches of the Subject Database by Authorized Users as such searches are described in Section 3.2.

2.2 Privacy of Subscriber Information. The Subscriber's and each Authorized User's information and use of the WilsonWeb Subscription Site as well as any other website operated by Wilson shall be subject to Wilson's Privacy Policy www.hwwilson.com/about/hw/privacy.htm, as it may be changed, updated or amended by Wilson from time to time, which policy is hereby incorporated as a part of this Agreement.

2.3 Unauthorized Access. In the event that Subscriber determines that another party has gained unauthorized access to the WilsonWeb Subscription Site or any other Wilson Product, Subscriber shall immediately inform Wilson of the same. Thereafter, Wilson shall take action as may be needed to maintain the restricted access to the Wilson Products contemplated hereby.

2.4 Availability of Access. If the Subscriber has a license to the WilsonWeb Subscription Site, Wilson shall use reasonable efforts to notify Subscriber by posting or e-mailing any scheduled maintenance or upgrade work which may make the WilsonWeb Subscription Site unavailable for periods of time greater than two (2) hours. Wilson does not warrant that the WilsonWeb Subscription Site will be available to Subscriber on a continual twenty-four hour basis.

3.0 Subscriber's Duties

3.1 **Payment:** Subscriber agrees to promptly (in no case later than the payment date set forth on the Invoice) pay Wilson the fee during the term of this Agreement as set forth in the Invoice. All payments shall be made in U.S. Dollars.

3.2 The Subscriber may do the following:

- a. Make searches of the Subject Database
- b. Make a limited number of hard copies of any search output that does not contain a significant segment of the Subject Database, of which copies may be used internally or for personal use but may not be sold, rented, licensed, published or otherwise transferred to any third party for value
- c. Make one copy of any search output in electronic form (i.e., diskette, hard disk, or tape) to be used for editing or temporary use only
- d. Use the Subject Database to fulfill interlibrary loan requests
- e. Use the Subject Database to create electronic reserves
- f. Use the Subject Database to create course packs provided that the material is removed at the end of the semester
- g. Use the Subject Database in conjunction with document delivery services

3.3 The Subscriber may not do the following:

- a. Decompile, disassemble or reverse engineer the Software
- b. Sell, distribute, or commercially exploit the Subject Database(s), the Software, or associated material.
- c. Transfer, assign, or sublicense this license
- d. Use the Subject Database(s) in any way unless and until the Subscriber has agreed to this license

3.4 **Electronic Uptime Monitoring by Subscriber.** Subscriber may not monitor the Wilson Web Subscription Site or any other online Wilson Product for availability and performance for any purpose whatsoever including, but not limited to, the collection of performance samples over a period of time in a manner that, in Wilson's sole and absolute discretion, puts an unreasonable load on Wilson's online resources or any other resources or adversely impacts other Subscribers or Authorized Users. Any Subscriber seeking to engage in such monitoring must notify Wilson of the same at least ten (10) days prior to engaging in any such activities and obtain Wilson's prior written consent with respect thereto (which consent may be given or withheld at Wilson's sole discretion). Such request must be sent by Subscriber by email to the following address: techmail@hwwilson.com.

3.5 **The Order.** Subscriber shall provide to Wilson truthful and factually accurate information with respect to all aspects of an order and shall inform Wilson of any inaccuracies or material changes with respect to any such information within two business days of Subscriber's learning of the same.

3.6 **Intellectual Property Ownership.** Subscriber acknowledges and agrees that the entire content of the Wilson Products are the copyrighted or trademarked intellectual property of Wilson or that Wilson has the right to use the same from the owners thereof. Subscriber shall not make any use whatsoever of any copyrighted or trademarked material from any Wilson Product except in accordance with the terms hereof. Subject to the terms set forth herein, Wilson grants to the Subscriber a non-exclusive, non-transferable license to access the Wilson Product or Wilson Products identified in the order. The Wilson Products and the associated materials (other than portions in the public domain), including the documentation, are the property of Wilson or other third parties and are protected by law, including, but not limited to, US copyright laws and international treaty provisions. Subscriber hereby acknowledges that Wilson is the sole owner of or otherwise has rights to the Wilson Products and the associated materials and that as such Wilson has the right to grant the license hereunder. No title is transferred by this license or by the payment of any fee. Wilson retains title to and/or rights in the entirety of the Wilson Products including, without

limitation, the WilsonWeb Subscription Site, the Subject Databases and any other materials hereunder, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. The Subscriber's rights are limited to itself and its Authorized Users alone and do not extend to subsidiary or parent corporations, or to any other related or affiliated organizations. The Subscriber may permit only Authorized Users to access the Subject Database or utilize the Wilson Products as identified in the Invoice. Any rights not expressly granted under this Agreement are reserved to Wilson. The parties to this license agree that it in no way limits uses by Authorized Users, which are defined by the US Copyright Act, Section 107 (Fair Use).

3.7 Availability of Access. Subscriber recognizes that the traffic of data through the Internet may cause delays during the download of information from the WilsonWeb Subscription Site and shall not hold Wilson liable for delays, which are ordinary in the course of Internet use. Subscriber recognizes that the WilsonWeb Subscription Site may not be available on a continual twenty-four hour basis due to such delays and due to delays caused by Wilson's upgrading, modification, or standard maintenance of the WilsonWeb Subscription Site. Wilson will not be responsible for any delay or failure in performance resulting from any cause beyond its control.

4.0 Term and Termination

- a) The parties agree that the term of this Agreement shall be determined on a product by product basis for the time period set forth in the order, provided, however, that the following shall apply to all Wilson Products:
 - (i) For subscription-based Wilson Products accessed via the WilsonWeb Subscription Site, this Agreement shall continue until the expiration date listed on the invoice and shall thereafter renew for an equivalent period on similar terms and conditions unless the Subscriber provides Wilson a written notice of a change in terms, or non-renewal at least 30 days prior to such renewal date.
 - (ii) In the case of Wilson Products for which a one-time license fee is paid for continual or perpetual access to the materials, the license shall terminate only upon Subscriber breach of this Agreement. This license applies to any perpetual use by installation of the Wilson Products in a local load device and, in Web or online format for the initial year following perpetual license of the Product. Access via Web or online in subsequent years must be maintained by paying the appropriate access fee. If, after the initial year of Web access, Subscriber chooses not to continue that access, or does not pay the access maintenance fee, Wilson will deliver the electronic data to the Subscriber for perpetual local load use upon request.
- b) Wilson reserves the right to terminate this Agreement should Subscriber violate any term of this Agreement, or, at Wilson's sole discretion, for any reason other than a breach of this Agreement, provided that Wilson notifies Subscriber not less than thirty (30) days in advance. A pro-rated refund of paid up fees shall be given to Subscriber in the event of any such termination by Wilson other than a termination for breach of this Agreement in which case Subscriber will not be entitled to any refund whatsoever.

5.0 Terms of Payment. Subject to Section 3.1, Subscriber shall pay the fee set forth on the Invoice.

6.0 Other Privacy Matters. If the applicable transaction is processed in whole or in part through a website operated by or for Wilson, the order process may prompt the Subscriber to enter information to facilitate WilsonWeb access and billing. In such case the order process may ask the Subscriber to enter voluntary information, which shall be used solely for the purposes of determining the customer profiles of Wilson's Subscribers. This information may only be used in the manner described in the aforementioned privacy policy.

7.0 Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York without giving effect to the rules or principles of conflict of laws thereof and to the extent permitted by applicable law, all parties consent to the exclusive jurisdiction of courts situated in New York County in the State of New York in any action arising under this Agreement.

8.0 Indemnification. Excluding claims arising out of or relating to the violation by Wilson of any third-party copyright, trade secrets, or trademark, the Subscriber, to the extent permitted by applicable law, agrees to indemnify Wilson and hold it harmless from and against any and all claims of Authorized Users or other third parties arising out of or related to the use of the WilsonWeb site including, without limitation, the Subject Database, regardless of whether such claims were foreseeable by Wilson. The provisions of this Section 8 will survive any termination of this Agreement.

9.0 Disclaimers. Subject to the terms set forth above, the Wilson Products including, without limitation, the WilsonWeb Subscription Site, any other website operated by Wilson or any and all matters relating to the access of the Subscriber and any Authorized User to any such website or any Wilson Product or any of the content therein provided by Wilson are provided "AS IS", WITHOUT WARRANTY OF ANY KIND TO SUBSCRIBER, AUTHORIZED USERS OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR SUBSCRIBER'S PURPOSE OR SYSTEM INTEGRATION; ACCURACY OF INFORMATIONAL CONTENT; NON-INFRINGEMENT; QUIET ENJOYMENT; AND TITLE. SUBSCRIBER AGREES THAT ANY EFFORTS BY WILSON TO MODIFY ITS SERVICES OR ANY WILSON PRODUCT SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS, AND THAT ANY WILSON WARRANTIES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. SUBSCRIBER FURTHER AGREES THAT WILSON SHALL NOT BE LIABLE TO SUBSCRIBER, AUTHORIZED USERS OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF WILSON WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT. IF A SUBJECT DATABASE OR OTHER WILSON PRODUCT INCLUDES ABSTRACTS, SUBSCRIBER AND AUTHORIZED USERS SHOULD CONSULT THE CITED MATERIALS BEFORE REACHING OR SUGGESTING CONCLUSIONS. THE PRESENCE IN OR ABSENCE FROM THE SUBJECT DATABASE OR WILSON PRODUCT OF ANY REFERENCE TO INFORMATION, DATA, EVENTS, RESEARCH, OR DEVELOPMENTS DOES NOT IMPLY THE SPECIFIC EXISTENCE OR THE NON-EXISTENCE THEREOF, NOR DOES CLAIM COMPREHENSIVENESS OR THE ABSENCE OF ERRORS. IN VIEW OF THE ABOVE, ALL LIABILITY IS DISCLAIMED FOR THE ACCURACY, COMPLETENESS OR FUNCTIONING OF THE SUBSCRIPTION WEB SITE AND THE SUBJECT DATABASE OR ANY OTHER WILSON PRODUCT. WILSON ASSUMES NO RESPONSIBILITY FOR THE USE OF THE SUBJECT DATABASE OR ANY OTHER WILSON PRODUCT BY THE SUBSCRIBER OR BY ANY AUTHORIZED USER. IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST WILSON ARISING OUT OF THIS AGREEMENT OR RELATED TO ANY WILSON PRODUCT MORE THAN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN THE SUBSCRIBER SHALL HAVE LEARNED OF THE DEFECT, INJURY, OR LOSS. WILSON SHALL NOT IN ANY EVENT BE LIABLE FOR MORE THAN THE SUBSCRIPTION FEE PAID BY SUBSCRIBER WHETHER SUCH LIABILITY ARISES FROM BREACH OF WARRANTY, BREACH OF THIS CONTRACT OR OTHERWISE, AND WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to Subscriber. In such jurisdictions, Wilson's liability is limited to the greatest extent permitted by law. The provisions of this Section 9 will survive any termination of this Agreement.

10.0 Severability. If a term or condition of this Agreement is invalid or unenforceable, the remaining terms and conditions will remain in full force and effect; provided, however, that if the deletion of any provision hereof frustrates an essential purpose of this Agreement or material rights of a party, the parties

shall seek in good faith alternative provisions or arrangements to achieve the same purposes as the invalid, illegal or unenforceable provision.

11.0 Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. Without limiting the generality of the foregoing, it is expressly agreed that the terms of any Subscriber purchase order will be subject to the terms of this Agreement and that any acceptance of a purchase order by Wilson will be for acknowledgment purposes only and none of the terms set forth in the purchase order will be binding upon Wilson. Any representation, promise, warranty, covenant, or undertaking not expressly set forth in this Agreement shall not be deemed part of this Agreement or otherwise legally effective. This Agreement may be amended or modified only in writing, and shall be effective only after affixation of both parties' signatures.

12.0 Knowing Consent and Authority to Consent. The parties knowingly and expressly consent to the foregoing terms and conditions. Each party is authorized to enter into this Agreement on behalf of its respective party.

13.0. Key Definitions

13.1 Authorized Users

See Section 1.0 The Parties.

13.2 Subject Database

The database or databases owned or licensed by Wilson to which Subscriber has notified Wilson that Subscriber desires access to for its Authorized Users.

13.3 Order Form

The Form on which the Subscriber inputs certain information to facilitate access and billing or, alternatively, the invoice sent by Wilson to the Subscriber with respect to the applicable Wilson Product.

13.4 Subscriber

Those persons or entities that have assented to the terms of this agreement concerning the same subject matter, whereby they have been granted access to the Wilson Products.

13.5 Subscriber Fee

This is any fee, including access, maintenance, or service fee, paid or to be paid by the Subscriber which has been enumerated in the Invoice and which Subscriber shall pay or has paid to Wilson for access to the Wilson Products.

13.5 Wilson Products

The WilsonWeb Subscription Site or similar online service, FTP electronic feed, magnetic tape, CD-ROM, or any other electronic data comprising products provided by Wilson as listed on any order or Invoice now existing or hereafter arising between Wilson and the Subscriber.

13.6 WilsonWeb Subscription Site

A Web site containing Subject Databases offered by Wilson's service, WilsonWeb or any successor thereto.

13.7 Secure Network

A network (whether a standalone network or a virtual network within the Internet), which is only accessible to Authorized Users, approved by the Subscriber whose identity is authenticated at the time of login and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by Wilson.

13.8 Server

The server, either the Wilson server or a third party server designated by Wilson, on which the Licensed Materials are mounted and may be accessed. A proxy server is a server that acts as an intermediary between a workstation user and the Internet so that the enterprise can ensure security, administrative control, and caching service.

13.9 Course Packs

A collection or compilation of materials assembled by member of staff of the Subscriber for use by students in a class for the purpose of instruction.

13.10 Electronic Reserve

Electronic copies of materials made and stored on the Secure Network by the Licensee for use by students in connection with specific courses of instruction offered by the Subscriber to its students.

13.11 Interlibrary Loan

The process by which a library requests material from, or supplies material to, another library.

13.12 Commercial Use

Use for the purposes of monetary reward (whether by or for the Subscriber or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, neither recovery of direct costs by the Licensee from Authorized Users, nor use by the Licensee or by an Authorized User of the Licensed Materials in the course of research funded by a commercial organization, is deemed to be Commercial Use.

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Any and all trademarks and trademark applications, issued patents and patent applications, copyrights and copyright registrations and applications, rights in ideas, designs, works of authorship, derivative works, and all other intellectual property rights, moral rights, and/or rights of publicity owned by Wilson and/or third parties with respect to Wilson.

13.14 Password

The password or passwords which Wilson provides, along with the User Name, to the Subscriber and its Authorized Users which allows such parties to gain access to the WilsonWeb Subscription Site.

13.15 User Name

The name or names which Wilson provides, along with the Password, to the Subscriber and its Authorized Users which allows such parties to gain access to the WilsonWeb Subscription Site.

Organization Name Lincoln Memorial University
 Address 6965 Cumberland Gap Pkwy Box 2003
 City Harrogate State TN Zip/Postal Code 37752
 Country USA
 Authorized Signature *Randy L. Eldridge*
 Print Name Randy L. Eldridge
 Title V. P. Finance/Operations
 Email gordon.russell@LMUNET.EDU
 Date 6-12-09

For The H.W. Wilson Company
 Address: 950 University Ave.
 City: Bronx State: NY Zip/Postal Code: 10452
 Fax: 718-579-3644

Authorized Signature _____
 Print Name: John R. Tavaska
 Title: Director, Database Licensing/Vendor Relations

Authorized Signature _____
 Print Name: Deirdre Simmons
 Title: Manager, Sales & Marketing Administration

Date _____

September 21, 2009

VIA EMAIL/PDF AND US MAIL

Gordon Robert Russell
Associate Dean
Lincoln Memorial University
Duncan School of Law
601 West Summit Hill Drive
Knoxville, TN 37902

Dear Mr. Russell:

Per your conversation with Leslie Monsees, a BNA License Agreement for BNA services has been prepared for your signature. The attached License Agreement is a special license that was developed specifically for law schools and other academic institutions. This license – which is the agreement that BNA now uses for all of its Law School Customers – reflects the collaborative efforts of a dedicated team of professionals from both BNA and the academic law library community. The License Agreement contains two components: (1) a License Agreement containing the terms and conditions; and (2) an Order Form, containing the specifics of your license.

If the terms of the BNA License Agreement reflect your understanding, please print two copies of the agreement, sign and date where indicated and return both signed originals by mail to my attention at the address below. One fully executed original will be returned to you for your records. To expedite implementation of your subscriptions, you may fax a signed copy of this license to my attention at (240) 314-1950.

We look forward to building our business partnership and continuing to explore ways to make BNA information available to your school.

If you have any questions, please feel free to contact Leslie Monsees or me.

Leslie Monsees: 800-542-1113, ext. 3438; lmonsees@bna.com
Amy Bernatz: 301-294-6677; abernatz@bna.com

Best regards,

Amy Bernatz
Senior Contract Specialist

cc: Leslie Monsees, Regional Manager, Law Schools

Law School Order Form
19451
Lincoln Memorial University Duncan School of Law
September 21, 2009

Billing Address:

LMU Accounts Payable
Finance office Box 2003 6965 Cumberland Gap Pkwy.
Harrogate, TN 37752

Core Package

ABA/BNA Lawyer's Manual on Professional Conduct – Full Service
Antitrust and Trade Regulation Report
Criminal Law Reporter
Family Law Reporter – Current Reports
Labor & Employment Law Library

- Americans with Disabilities Act Manual
- Collective Bargaining Negotiations & Contracts
- EEO Compliance

Securities Regulation and Law Report
United States Law Week
Annual Subscription Price [Core Package]

\$5,450

***NOTE:** BNA acknowledges that effective September 21, 2009, the FTE of Lincoln Memorial University Duncan School of Law is 79.

LOCATION:

Lincoln Memorial University
Duncan School of Law
601 West Summit Hill Drive
Knoxville, TN 37902

PLATFORM ACCESS: Your subscription entitles you to access the BNA products in the Core Package through the following platforms: BNA Direct, Westlaw®, and LexisNexis™. (Access on Westlaw® and LexisNexis™ is available both via the Web and the proprietary software of Westlaw® and LexisNexis™.) Access to BNA's products is for the Subscription Term of this BNA license. Access to Westlaw® and/or LexisNexis™ is subject to Customer's individual agreements with those companies.

ACCESS METHOD: This license authorizes access to the Licensed Products IP authentication for all Users.

Law School Order Form (cont'd)
19451

Lincoln Memorial University Duncan School of Law
September 21, 2009

E-MAIL DELIVERY ADDRESS: E-mail updates will be available to authorized users via an E-Mail Self Registration link that will be provided by BNA, found at www.bna.com/lawschool.

SUBSCRIPTION TERM: This license will be effective for a non-cancelable one year term, effective upon receipt of the signed agreement (actual date to be reflected on invoice)

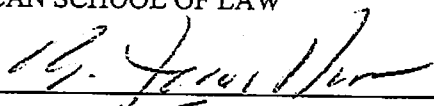
BILLING FREQUENCY: Annual

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THE BUREAU OF NATIONAL AFFAIRS, INC.

LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW

By: _____
Name: Ramona Bourgeois
Title: Manager, Contracts Administration
Date: September 21, 2009

By: 
Name: Dr. B. James DAWSON
Title: Chancellor/COO
Date: 10-30-09

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b. The term "Users" shall include full-time and part time, current, or visiting members of the faculty, library staff and currently enrolled students, who are permitted to access the Customer's secure computer network system ("Network"), regardless of physical location of such person(s). Authorized Users shall also include other persons, e.g., walk-ins, who are permitted to use the Customer's library and access the Network from computer terminals located on the library premises. If Customer is unable to limit access to Users (e.g., if its Network is integrated with the university's network), it will take any steps necessary to minimize the risk of unauthorized access.

c. Customer shall notify all Users of the terms of this License Agreement through either a "Click-Through" license that appears online each time the Licensed Products are accessed, or other means that will notify Users that use is subject to the terms of this Agreement.

d. If applicable, the number of Users and/or locations must not exceed the maximum number of users and/locations specified on the Order Form.

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c. All payments are due to BNA within thirty (30) days after the invoice date. After thirty (30) days, BNA will assess interest on all amounts reflected in the invoice at a rate of 1% per month. BNA may also immediately terminate access to the Licensed Products by Customer and Users without further notice if BNA does not receive payment within sixty (60) days after the invoice date.

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d. IF THE FOREGOING LIMITATIONS ARE HELD TO BE UNENFORCEABLE, BNA'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT TO CUSTOMER, ANY USER, OR ANY OTHER PERSON

SHALL IN ANY EVENT NOT EXCEED THE AMOUNT OF SUBSCRIPTION FEES PAID BY CUSTOMER FOR ANY LICENSED PRODUCT PURSUANT TO ANY APPLICABLE ORDER FORM.

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a. Except as otherwise provided, the subscription to each Licensed Product is non-cancelable and shall continue during the applicable Subscription Term; provided however, that this License Agreement or a subscription may be terminated for any of the following reasons: (a) By either BNA or the Customer, effective at the end of the Subscription Term, if the terminating party delivers to the other party written notice of its intent to terminate the applicable Order Form no less than 30 days before the last day of the Subscription Term; (b) immediately by BNA if BNA does not receive payment of any Subscription Fees within 60 days after the invoice date; (c) by either BNA or the Customer, upon written notice to the other party, if the other party materially breaches any provision of this License Agreement and the other party fails to remedy that breach within 30 days after such party gives written notice to the defaulting party of such breach; (d) immediately by BNA if BNA reasonably believes that the Customer or any User has engaged in activity that violates applicable law or any provision of this License Agreement; or (e) by either party if the other party has any proceedings instituted by or against it seeking relief, reorganization or arrangement under any laws relating to insolvency, or any assignment for the benefit of creditors, or the appointment of a receiver, liquidator or trustee of any of its property or assets, or the liquidation, dissolution or winding up of its business.

b. All obligations under this License Agreement when terminated shall survive termination with respect to any events occurred, or any money that was accrued and owing, prior to the effective date of any termination under this License Agreement.

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12. Notices. Notice under this Agreement shall be made in writing; sent via certified mail, return receipt requested, U.S. Express Mail or private express or mailgram service, or by telefacsimile, or by email (with receipt specifically confirmed via telephone); effective upon receipt at the address stated below; and addressed as follows, unless the sending party is notified in writing of a change of address, in which event notice shall be sent to the new address: If to BNA, to 1801 S. Bell Street, Arlington, VA 22202, Attn: General Counsel. If to Customer, to the address included on the applicable Order Form.

13. Miscellaneous Provisions.

a. Force Majeure. BNA shall not be liable for failure to perform any part of this License Agreement where such failure is due to fire, flood, power outages, strikes, labor troubles or other industrial disturbances, inevitable accidents, war (declared or undeclared), acts of terror, commercially unreasonable hostile acts by a Third Party with respect to the Licensed Products (including a denial of service attack), embargoes, blockages, legal restrictions, governmental regulations or orders, riots, insurrections, or any cause beyond the control of such party. However, BNA shall use diligent efforts to resume performance. This License Agreement shall not be regarded as terminated or frustrated as a result of such failure of performance that does not exceed six (6) months, and the parties shall proceed under this License Agreement when the causes of such non-performance have ceased or have been eliminated.

b. No Waiver. Should BNA or any Customer fail to exercise or enforce any provision of this License Agreement or to waive any rights in respect thereto, such waiver or failure shall not be construed as constituting a continuing waiver or waiver of any other right.

c. Choice of Law. This License Agreement shall for all purposes be governed and construed in accordance with the law of the state of Tennessee without regard to its choice-of-law rules.

d. Entire Agreement. Unless otherwise specified in any applicable Order Form, this License Agreement, as it may be amended from time to time, constitutes the entire agreement between each Customer and BNA, and supersedes all prior or contemporaneous writings, discussions, agreements, and understandings of any kind, with respect to the subject matter of this License Agreement.

e. Severability. If any provision of this License Agreement shall be held to be unenforceable, the parties shall renegotiate those provisions in good faith to be valid, enforceable substitute provisions, which provisions shall reflect as closely as possible the intent of the original provisions of this License Agreement. If the parties fail to negotiate a substitute provision, this License Agreement will continue in full force and effect without that provision and will be interpreted to reflect the original intent of the parties.

f. Third Party Beneficiaries. All beneficial rights (other than the right to collect fees) granted to or reserved in this License Agreement by BNA, including limitations of liability, warranty disclaimers, confidentiality, ownership, limitation of damages, and indemnification for third party claims, shall accrue to and are for the benefit of Licensors to the same extent as BNA. Except as expressly stated therein, nothing

contained in this License Agreement is intended to create third party beneficiaries thereof or thereunder.

g Each Party Acting Independently. BNA and each Customer agree that, for purposes of any applicable Order Form, each is acting independently of the other, that they are not joint venturers, and that neither is an agent, partner or joint venturer of the other.

h. Amendment and Assignment. Neither this License Agreement nor any Order Form shall be changed, modified or amended except by a writing signed by a duly authorized officer of BNA and the Customer. No Customer may assign this License Agreement or any rights or obligations created under this License Agreement without the prior written consent of BNA.

i. Headings and Cross-References. The headings in this License Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. All references to Sections or headings shall be deemed references to such parts of this License Agreement, unless the context shall otherwise require.

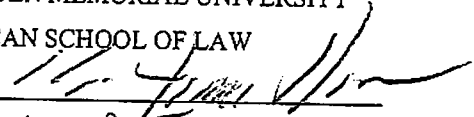
Last Revised September 2009
13c.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the subscription start date.

THE BUREAU OF NATIONAL AFFAIRS,
INC.

By: _____
Name: Ramona Bourgeois
Title: Manager, Contracts Administration
Date: September 21, 2009

LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW

By: 
Name: Dr. B. JAMES DAWSON
Title: CHancellor/COO
Date: 10-30-09

SUBSCRIPTION AND HOSTING SERVICES AGREEMENT

This License Agreement is made as of April 14, 2009, by and between The Gale Group, Inc. ("Gale"), a Delaware corporation, with its principal office at 27500 Drake Rd., Farmington Hills, MI., USA 48331-3535 and the following Licensee:

Name of Licensee: Lincoln Memorial University
Duncan School of Law (601 West Summit Hill Dr., Knoxville, TN 37902)
Jurisdiction of Formation: Tennessee
Address: 6965 Cumberland Gap Pkwy. Harrogate, TN 37752

By using the subscription-hosting services available through Gale or by making the services available to Authorized Users, the Authorized Users and the Licensee agree to comply with the following terms and conditions. For purposes of this Agreement "Authorized Sites" are the Internet websites or any other remote site operated by Licensee with secure access from which Authorized Users can obtain access to Gale's databases and services; "Authorized Users" are employees, staff, students and registered patrons affiliated with the Licensee and persons with legal access to the Licensee's collections and facilities onsite ("walk-ins") and persons remote ("remote users") from Licensee's physical location whose access is authenticated by a secure server or other systems from Licensee's site or campus but not persons at remote sites or campuses with separate administrations (for avoidance of doubt, separate administrations include without limitation other schools, public libraries and college and academic universities). Upon request Gale will provide price quotes to allow for access within sites with separate administrations.

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1.0 License

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2.0 Warranties.

- A. Gale warrants to the Licensee and its Authorized Users, that the Licensed Content used in accordance with this Agreement does not infringe the copyright or any other proprietary or intellectual property rights of any person. Gale further warrants that it owns and has the right to make available the Licensed Content to the Licensee.
- B. Gale shall use commercially reasonable efforts to provide continuous availability of the online Licensed Content, subject to periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of data and downtime related to equipment, the failure of communications networks, or services outside of control of Gale. Gale shall use reasonable efforts to provide an average of 98% up time per month. Scheduled downtime will be performed at a time to minimize inconvenience to Licensees worldwide.
- C. Although Gale believes the Licensed Content to be reliable, Gale does not guarantee or warrant any information or materials contained in or produced by the Licensed Content or the accuracy, completeness or reliability of the Licensed Content. Any data or information contained in or provided in connection with the Licensed Content may be incomplete or condensed. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, GALE PROVIDES THE LICENSED CONTENT ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND AND GALE DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GALE BE LIABLE FOR: INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING FOR LOST PROFITS, LOST DATA, OR OTHERWISE.
- D. IN NO EVENT SHALL GALE OR ANY THIRD PARTY DATA SUPPLIER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED CONTENT OR FOR THE LOSS OR DAMAGE OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE USE, OR INABILITY TO USE THE LICENSED CONTENT, INCLUDING WITHOUT LIMITATION LOSSES ARISING FROM ANY ERRORS, OMISSIONS OR OTHER INACCURACIES IN OR CORRUPTION CAUSED WHETHER BY TRANSMISSION PROCESSING OR OTHERWISE TO THE MATERIAL PUBLISHED IN THE LICENSED CONTENT OR OTHERWISE MADE ACCESSIBLE THROUGH THE LICENSED CONTENT. IN NO EVENT SHALL GALE'S OR THIRD PARTY DATA SUPPLIER'S LIABILITY UNDER THIS AGREEMENT WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE EXCEED THE ANNUAL FEE RECEIVED BY GALE FROM LICENSEE.

3.0 Termination.

- 3.1 Gale may at any time (without prejudice to its other rights or remedies) terminate this Agreement and any order form hereunder or in connection herewith (an "Order Form") with written notice to the Licensee in the following circumstances:
- a. With respect to the delivery of any part of the Licensed Content from any third party (a "Source"), upon request of such Source or immediately upon termination of Gale's agreement with such Source.
 - b. If Licensee commits a material or persistent breach of any term of this Agreement or the terms and condition of any Order Form and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by Gale.
 - c. If the Licensee willingly defaults in making payment of the fee as specified in Section 4 of this Agreement and fails to remedy such default after receiving thirty (30) days of notification in writing by Gale
- 3.2 On termination, all rights and obligations of the parties automatically terminate:
- a. Licensee shall immediately cease to distribute or make available the Licensed Content to Authorized Users, and shall destroy all Licensed Content locally mounted pursuant to Section 1.2
 - b. On termination of this Agreement by the Licensee for cause, Gale shall forthwith credit the proportion of the fee that represents the paid but unexpired part of the access period.
 - c. In the case of Licensed Content for which a fee is paid for continual or perpetual access to the materials, on termination of this Agreement, (otherwise than as a result of notice being given by Gale for breach of contract) Gale shall provide reasonable assistance to the Licensee as needed to enable the Licensee and any third part vendor engaged by the Licensee to host, and provide to Licensee and its Authorized Users uninterrupted on-line Internet web-based access to the Licensed Content
 - d. Use of the CD-ROMs and FTP electronic feeds after subscription expiration is subject to the license granted under this Agreement. In the case of CD-ROM or FTP electronic feeds for which a license fee is paid for continual or perpetual access to the materials, Licensee may retain the CD-ROM or FTP electronic feed unless the license is terminated due to breach of this Agreement. In the event of breach of any term of this Agreement, Gale may, in addition to its other legal rights and remedies, terminate the license granted and upon written notice of such termination Licensee shall certify the destruction of all copies of the Licensed Content including the CD-ROMs or FTP electronic feeds as well as any downloaded copies of the licensed materials.

4.0 General

- A. Fees/Payment. In consideration for the services to be provided, Licensee shall pay Gale according to the attached schedule.
- B. Assignment. Gale shall be permitted to assign this Agreement to an affiliate, a successor in interest or in connection with a change of control or transfer of assets to which this Agreement relates, without the consent of the Licensee. Licensee may not assign this Agreement, or any of its rights or obligations hereunder without Gale's prior written consent. All provisions of this Agreement shall be binding upon and inure to the benefit of each party's successors in interest and permitted assigns.
- C. Force Majeure Neither party shall be liable for any delay or failure in performing its obligations hereunder if caused by a factor beyond such party's reasonable control, including, without limitation, acts of God, acts of terrorism, acts of government, fire or other casualty, provided the affected party makes every effort to promptly resume performance. In the event that the affected party cannot resume performance within thirty (30) days, then the other party may, without penalty or liability, terminate this Agreement upon written notice.
- D. Notice. Any and all notices and other communications to either party hereunder shall be in writing and deemed delivered (i) upon receipt if by hand, or overnight courier; (ii) three (3) days after mailing by first class, certified mail, postage prepaid, return receipt requested, to the addresses set forth on the attached schedule or to such other address for a party as shall be specified by like notice and (iii) and upon receipt if delivered via fax or email provided that any notices for breach of this Agreement or for termination of this Agreement must be by notice as specified in clauses (i) or (ii) of this Section 4.
- E. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.
- F. Waiver. The failure by either party to insist upon strict enforcement of any terms and conditions of this Agreement shall not be construed as a waiver of such right or of any other right hereunder.
- G. Relationship of the Parties. The relationship of the parties hereto shall be that of independent contractors. Nothing herein shall be construed to create any partnership, joint venture, or similar relationship or to subject the parties to any implied duties or obligations respecting the conduct of their affairs, which are not expressly

stated herein. Neither party shall have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other party, or to bind the other party in any matter or thing whatsoever.

- H. Choice of Law/Venue. The Agreement and Order Form(s) shall be construed according to the laws of the State of Michigan, without application of its conflict of laws provisions. Licensee consents to the non-exclusive jurisdiction of courts situated in Michigan in any action arising under this Agreement
- I. Affirmative Action, Non-Discrimination in Hiring and Employment. Gale shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex religion, disability, handicap, sexual orientation or for exercising any rights afforded by law.
- J. Equal Opportunity. Gale shall not discriminate against any individual with respect to his or her compensation, terms conditions or privileges of employment or discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- K. Copyrighted Works. Except for the specific rights granted herein, all right, title and interest, including copyrights to the Licensed Content, are owned exclusively by Gale and its licensors. All rights in respect thereof are reserved to Gale and such licensors. Through this Agreement Licensee obtains certain limited rights to the Licensed Content, but Licensee does not obtain or own any rights in the copyrights or any other intellectual property rights that may be associated with such Licensed Content. All such copyrights and intellectual property rights remain the property of Gale and its licensors.
- L. Survival. The provisions of Sections 2 and 4 (l) shall survive the termination or expiration of this Agreement for any reason.
- M. Entire Agreement. This Agreement and any order form, schedules, addenda and amendments hereto, constitute the entire understanding between the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understanding, whether written or oral, regarding such subject matter. There are no other understandings, agreements, representations or warranties relied upon by either party with respect to the subject matter herein, which are not included herein. This Agreement may be modified only in writing signed by both parties

ACCEPTED:

Lincoln Memorial University
Duncan School of Law

By: 

Randy L. Eldridge

Name: _____

Title: Vice President Finance/Operations

Date: 4/21/09

**SCHEDULE I
LICENSED CONTENT, FEES, SUBSCRIPTION PERIOD**

Work Order #:

Bill to Contact: Accounts Payable

Bill to Address: 6965 Cumberland Gap Plcwy., Box 2003 Harrogate, TN 37752-2003

Product	# of Sites	# of Users/Site	Extended Price
Making of Modern Law: Legal Treatises Hosting Fee	1	U	\$2,000
Supreme Court Records & Briefs Hosting Fee	1	U	\$2,000
Making of Modern Law: Trials Hosting Fee	1	U	\$500
18 th Century Collections Online Hosting Fee	1	U	\$750
18 th Century Collections Online II Hosting Fee	1	U	\$0
Declassified Document Reference System Hosting Fee	1	U	\$640
The Making of the Modern World Hosting Fee	1	U	\$375

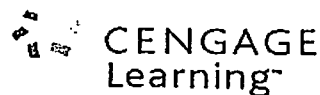
Term. This Agreement shall commence for the Initial Term (the "Initial Term") and shall extend through the term stated above and remain in effect unless earlier terminated or extended as provided for herein. This Agreement may be renewed at the end of the Initial Term unless the Licensee provides Gale with notice of termination at least thirty (30) days prior to the end of the term. Any notice of termination will be effective upon Gale's receipt thereof.

Payment. All fees shall include applicable sales, use, excise, or similar taxes. The fee is due within thirty (30) days after invoice date.

Payment Plan	Hosting Period	Hosting Fees
Year 1	4/30/2009 – 4/29/2010	\$6,265.00
Year 2	4/30/2010 – 4/29/2011	\$6,578.00
Year 3	4/30/2011 – 4/29/2012	\$6,907.00
Year 4	4/30/2012 – 4/29/2013	\$7,114.00

PLEASE FAX TO: GALE
 Attn: Michael Dalida *X1923*
 27500 Drake Road
 Farmington Hills, MI 48331-3535
 FAX: (248) 699-8943

Gale
 27500 Drake Road
 Farmington Hills, MI 48331-3535
 Tel (800) 877-4253 Fax (248) 699-8943
www.gale.cengage.com



CUSTOMER ORDER FORM

P.O. #
 Date: 4/14/2009
 Terms: 4 yr payment plan
 Ship Via: UPS
 F.O.B Shipping Point

Ship To:
 Lincoln Memorial University
 Duncan School of Law - Law Library
 601 W Summit Hill Dr
 Knoxville, TN 37902
 Gordon Russell
gordon.russell@lmunet.edu

Bill To:
 6965 Cumberland Gap Pkwy
 Box 2003
 Harrogate, TN 37752

Qty.	Product #	Description	Price	Total
1	198861	Making of Modern Law: Legal Treatises Digital Archive	\$ 115,517	\$ 115,517
1	198868	Making of Modern Law: Legal Treatises MARC Records	\$ 11,000	\$ 11,000
1	225177	Supreme Court Records & Briefs Digital Archive	\$ 66,600	\$ 66,600
1	234123	Making of Modern Law: Trials Digital Archive	\$ 28,800	\$ 28,800
1	n/a	Making of Modern Law: Trials MARC Records (releasing Sept 2009)	\$ 5,500	\$ 5,500
1	190607	18th Century Collections Online Digital Archive (all modules)	\$ 37,989	\$ 37,989
1	194640	18th Century Collections Online MARC Records	\$ 4,000	\$ 4,000
1	n/a	18th Century Collections II Online Digital Archive (all modules)	\$ 9,497	\$ 9,497
1	n/a	18th Century Collections II Online MARC Records (releasing June 2009)	\$ 2,000	\$ 2,000
1	196015	Declassified Documents Reference System Digital Archive	\$ 6,471	\$ 6,471
1	199277	The Making of the Modern World Digital Archive	\$ 17,671	\$ 17,671
1	199277	The Making of the Modern World MARC Records	\$ 2,500	\$ 2,500
			Amount Due	\$ 307,545

Offer expires April 30, 2009
 Customer shall pay any applicable sales, use, excise, or similar taxes

This Order Form is subject to Gale's terms and conditions of contract for sale on the reverse side hereof. Customer has read and agrees to the Terms and Conditions [current version of Gale's Subscription and Hosting Services Agreement (the "Subscription and Hosting Services Agreement") which is hereby incorporated by reference and made part] of this Order Form. In the event there is a conflict between the Terms and Conditions hereof and the terms and conditions of the Subscription and Hosting Services Agreement entered into by Customer, the terms and conditions of this Order Form shall control. Customer, by his/her signature below acknowledges his/her understanding and acceptance of the Terms and Conditions hereof.

Authorized Signature

Randy L. Elde

Date

4/21/09

Lincoln Memorial School of Law

Gordon Russell
 843 329-1000 Ext. 2144
 grussell@charlestonlaw.org

BUNDLE 1
 Issued: 12-Mar-09
 Expires: 15-Jun-09

Source	Holdings / Titles	Collection Price	Customer Loyalty Discount	CONFRACT BY 31 MAR 2009	Pre-Pub Discount on ECCO II	Bundle Discount	Collection Total	MARC Records	Hosting Fee	TOTAL
The Making of Modern Law: Legal Treatises, 1800-1926	21,811	\$ 156,000	\$ (23,400)	\$ (5,100)			\$ 127,500	15,000	\$ 2,000	\$ 144,500
U.S. Supreme Court Records & Briefs, 1832-1978	n/a	\$ 99,000	\$ (14,850)	\$ (10,150)			\$ 74,000		\$ 2,000	\$ 76,000
The Making of Modern Law: Trials, 1600-1926	10,080	\$ 40,000	\$ (6,000)	\$ (2,000)			\$ 32,000	6,500	\$ 500	\$ 39,000
Eighteenth Century Collection Online: Parts I & II	181,000	\$ 63,750	\$ (6,375)	\$ (3,188)	\$ (1,425)		\$ 52,763	6,000	\$ 750	\$ 59,513
Declassified Documents Reference System	n/a	\$ 9,000	\$ (900)	\$ (450)			\$ 7,650		\$ 640	\$ 8,290
Making of the Modern World, 1450-1850	59,572	\$ 23,100	\$ (2,310)	\$ (1,155)			\$ 19,635	3,000	\$ 375	\$ 23,010
TOTAL	272,463	\$ 390,850	\$ (53,835)	\$ (22,043)	\$ (1,425)		\$ 313,548	\$ 30,500	\$ 6,265	\$ 350,313

BUNDLE 1
 \$ (31,002) \$ 282,545 \$ 25,000 \$ 6,265 \$ 313,810

BUNDLE PAYMENT OPTIONS

PAY COLLECTION OVER (1) YEAR		2008	2009	2010	2011	2012
Archive Acquisition - COLLECTION	\$	282,545				
MARC Records	\$	25,000				
Hosting Fee	\$	6,265	6,578	6,907	7,114	7,328
Annual Costs - UNLIMITED Access	\$	313,810	6,578	6,907	7,114	7,328

PAY COLLECTION OVER (2) YEARS		2008	2009	2010	2011	2012
Archive Acquisition - COLLECTION	\$	141,273	141,273			
MARC Records	\$	12,500	12,500			
Hosting Fee	\$	6,265	6,578	6,907	7,114	7,328
Annual Costs - UNLIMITED Access	\$	160,038	160,351	6,907	7,114	7,328

PAY COLLECTION OVER (3) YEARS		2008	2009	2010	2011	2012
Archive Acquisition - COLLECTION	\$	94,182	94,182	94,182		
MARC Records	\$	8,333	8,333	8,333		
Annual Hosting Fee	\$	6,265	6,578	6,907	7,114	7,328
Annual Costs - UNLIMITED Access	\$	108,780	109,093	109,422	7,114	7,328

PAY COLLECTION OVER (4) YEARS		2008	2009	2010	2011	2012
Archive Acquisition - COLLECTION	\$	70,636	70,636	70,636	70,636	
MARC Records	\$	6,250	6,250	6,250	6,250	
Annual Hosting Fee	\$	6,265	6,578	6,907	7,114	7,328
Annual Costs - UNLIMITED Access	\$	83,151	83,465	83,793	84,001	7,328



Control no.: 0688



Lincoln Memorial University - Contract Checklist

Date 11/02/2009 Originator Ann Long

Contract YBP Library Services

Contract prepared/received 10/21/2009

New contract with revisions prepared Attached Purchase Req. #

Properties Committee approval (if applicable) date

Supervisor Dore Ravel

Forward copy for review to: (Please review, initial, and forward to the next person listed)

Departmental V.P.

V.P. for Finance/Operations

V.P. for Academic Affairs/Provost (if applicable)

Director of Risk Management and Contracts annual cost?

Attorney simple

Insurance Agent

President BQNL 12-17-09

Other

Mailed/delivered contract for signature Ann will copy w email

Original signed final contract to Finance Office with completed checklist.

Completed and signed copy to: (if applicable) 12-17-09

President

Insurance Agent

Lessee/Contract Holder

Other Scanned to Ann Long 12-17-09



the future delivered

Headquarters

999 Maple Street
Contoocook, NH 03229
United States of America
(603) 746-3102
(800) 258-3774
(603) 746-5628 Fax
www.ybp.com

October 21, 2009

Gordon Russell
Director
Law Library, Old City Hall Building
Lincoln Memorial University
601 W. Summit Hill Drive
Knoxville, TN 37902

U.K. Office

Unit B, Bicester Park
Charbridge Way, Bicester
Oxfordshire OX26 4ST
United Kingdom
Tel: +44 (0)1869 363599
Fax: +44 (0)1869 363590
US Toll-Free: 866 622 4984
www.lindsavanderof.com

Dear Gordon:

We are pleased to welcome you as a new customer of YBP Library Services.

In the interest of clarifying our arrangement from the beginning, we enclose a document outlining YBP's pricing structure for the Lincoln Memorial University, Law, base account 711499. Please review the information, and if it agrees with your understanding of our agreement, please acknowledge by signing and returning a copy of the following. If the indicated pricing structure is not as you understand it, please contact me.

We thank you for your business and look forward to working with you.

Sincerely,

Alice Perry
Pricing Administration

**YBP Library Services Pricing Structure Acknowledgment Form
Lincoln Memorial University, Law, Base Account 711499**

Discounts:

Refers to discount applied to publisher's list price at the time of shipment to the library.

<i>Shipment Type</i>	<i>Discount</i>	<i>Exceptions</i>
Flim Order	17%	<ul style="list-style-type: none"> • YBP <i>Associations Pricing list</i> (service fee) • Books <i>directly imported</i> by YBP (service fee) • YBP <i>List Price Publisher list</i> (normally sold at list price; occasional service fee for short publisher discount) • Any other title where YBP receives a <i>short publisher discount</i> (service fee) • e-books are exempt from regular discounts
Continuations	5.5%	
Rush Orders	10% (subject to change) plus shipping charges (except free UPS Ground)	

Publishers not discounted:

Please see our website (<http://www.ybp.com/>) for our complete Publisher Lists, where we identify *Associations Pricing* and *List Price Publishers*.

Service Fee

15%, \$8 minimum, \$15 maximum, where applicable, per grid above.

Shipping: free biweekly regular shipping from your primary YBP distribution center.

For annual expenditures under \$30,000 a 5% shipping charge shall be assessed, or you may elect biweekly shipments at no charge. Purchase levels will be evaluated annually with notification provided in March to customers whose shipping terms may need adjustment. Any changes will go into effect the following July.

Other Fees:

For current or future implementation of Technical Services, please refer to appropriate YBP Technical Services Price List and/or the customized Technical Services specification prepared for the library. (Technical Services pricing is reviewed annually. Any changes in record or processing fees are announced early in the year and implemented in July. Binding charges are subject to review with limited notice and reflect changes in vendor pricing to YBP.)

Returns Policy:

Please refer to http://www.ybp.com/returns_domestic.html.

BILL TO ADDRESS:

Lincoln Memorial University
Accounts Payable
6965 Cumberland Gap Pkwy., Box 2003
Harrogate, TN 37752-2003

Payment Terms:

Net 30 days from the date of the invoice.

YBP accepts the following methods of payment for the services offered under this pricing structure: payment by check, money order, electronic funds transfer (EFT) or by debit from a deposit account. Any other method of payment will be considered a change to the pricing terms and require renegotiation of terms and conditions.

Effective Term:

Through: 6/30/2013
Renewal Option: unspecified

Note: Terms and conditions are subject to change upon adequate notification.

I acknowledge that the above accurately reflects Lincoln Memorial University, Law's YBP book purchasing pricing structure.

Authorized Signature:  Date: 12-17-09

Printed Name: Dr. B. JAMES DAWSON Title: COO/CHANCELLOR

Please return this signed form by e-mail to aperry@yhp.com or fax your response to 603-746-2747, attn. Alice Perry.



**Contract for Cassidy Cataloguing Services
RMMLF DIGITAL LIBRARY 1955-2007**

THIS AGREEMENT, entered into as of this 13th day of October 2009, by Lincoln Memorial University, Duncan School of Law ("Library") and Cassidy Cataloguing Services, Inc. ("Contractor"), provides for the delivery of the initial file(s) of MARC21 catalog records and optional Monthly Update Service for the following collection:

106 unique titles contained in the Rocky Mountain Mineral Law Foundation Digital Library on the Internet, 1955-2007 (detailed below)

Select type of Institution

- Academic
- Law Firm
- State, Court & County
- Other (please specify) _____

Price \$650

Price N/A

[updates provided free if required the 1st year]

1. **CONTRACT PERIOD** - This contract shall commence immediately upon receipt by Cassidy Cataloguing Services, Inc. of one signed copy of this contract, together with the payment of \$650 for selected collection(s).
2. **SCOPE OF WORK** - Contractor will create MARC21 catalog records for the electronic titles identified below. All records will be created according to national bibliographic standards and stored in MARC21 format. The records will be assigned *Library of Congress subject headings (LCSH)* and Library of Congress (LC) call numbers.

The catalog records will be delivered in MARC communications format to facilitate easy loading into Library's local ILS software (test files are available). Records will be delivered in a MARC file of 106 titles. If these 106 records require updating, it will be done at no additional charge. Library must notify Contractor regarding changes.

TITLES

Annual Institutes, Volumes 1 (1955) through 53 (2007)

Special Institutes (1970-2007) :

- Air Quality Challenges Facing the Natural Resources Industry in the Western U.S. (2007)
- Air Quality Regulation for the Natural Resources Industry (2000)
- Alaska Mineral Development (1978)
- Annual Assessment Work (1970)
- Basic Oil and Gas Geology and Technology for Lawyers and Other Non-Technical Personnel (2001)
- Due Diligence (1993)
- Cleaning Up the Public Domain (1996)
- Coalbed Gas Development — East and West (1992)
- Corporate Environmental Management (1993) ; Corporate Environmental Management II (1994)
- Development Issues and Conflicts in Modern Gas & Oil Plays (2004)



Electric Industry (1996)
Energy Policy Act of 2005 (2005)
Environmental Considerations In Natural Resource and Real Property Transaction (1988)
Environmental Law: An Update for the Busy Natural Resources Practitioner (1990)
Environmental Regulation of the Oil and Gas Industry (1993) ; II (1994) ; New Millennium (2000)
Federal and Indian Oil and Gas Royalty Valuation and Management (1992) ; II (1998) ; III (2000) ;
IV (2004) ; V (2007)
Federal Drainage Protection and Compensatory Royalties (1994)
Federal Land Status Determination (1971)
Federal Mineral Leasing (Non-Oil and Gas) (1971)
Federal Onshore Oil and Gas Leasing Reform Act of 1987 (1988)
Federal Onshore Oil and Gas Pooling and Unitization II (1990) ; III (2006)
Federal Royalty Revolution—Coal (1986)
Federal Royalty Revolution—Oil and Gas (1986)
Financing, Operating, and Investing in the Small Gold Mine (1984)
Geothermal Resources Development (1977)
Gold Mine Financing (1988)
Ground Water Contamination (1991)
Idle Mining Properties (1998)
Implied Covenants (1986)
Indian Land Development (1976)
International Energy & Minerals Arbitration (2002)
International Environmental Law for Natural Resources Practitioners (1997)
International Minerals Acquisition and Operations (1974)
International Mining and Oil & Gas Law, Development, and Investment (2007)
International Mining Law & Investment in Latin America & the Caribbean (2005)
International Oil, Gas, and Mining Development in Latin America (1994)
International Resources Law: A Blueprint for Mineral Development (1991) ;
International Resources Law II: A Blueprint for Mineral Development (1995)
International Resources Law: Today's Oil, Gas, and Mining Projects (1997)
International Resources Law and Projects: Straddling the Millennium (1999)
Land and Permitting (1994) ; II (1996)
Land Use and Mined Land Reclamation (1979)
Mergers and Acquisitions of Natural Resources Companies (1994)
Mine Health and Safety Law (1973)
Mine to Market: The Legal Issues (1985)
Mineral Development and Land Use (1995)
Mineral Development in Latin America (1997)
Mineral Development on Indian Lands (1989)
Mineral Financing (1982)
Mineral Leasing Act of 1920 (Regulations Implementing the Amendments of 1987-88)
Mineral Patenting Procedures (1975)
Mineral Resources Permitting (1981)
Mineral Taxation (1977)
Mineral Title Examination (1977) ; II (1982) ; III (1992) ; IV (2007)
Mining Agreements (1979) ; II (1981) ; III (1991)
Mining and Oil and Gas Development in Latin America (2001)
Mining Law and Investment in Latin America (2003)



Mining Exploration Technology for Lawyers and Landmen (1980)
Natural Gas Marketing (1987) ; II (1988)
Natural Gas Marketing and Transportation (1991)
Natural Gas Transportation and Marketing (2001)
Natural Resources Administrative Law (1981)
Natural Resources and Environmental Administrative Law and Procedure (1999) ; (2005)
Natural Resources and Environmental Litigation (1989) ; II (1996)
Natural Resources Development and Environmental Regulation in Indian Country (1999)
Natural Resources Development in Indian Country (2005)
Natural Resources Environmental Law (1972)
Natural Resources for Legal Assistants and Land Support Personnel (1979)
Negotiating Natural Gas Contracts in the Order 636 Environment (1993)
NEPA and Federal Land Development (2006)
Offshore Exploration, Drilling and Development (1975)
Oil and Gas Acquisitions (1995) ; (1983)
Oil and Gas Agreements: Joint Operations (2007)
Oil and Gas Agreements: Sales and Financings (2006)
Oil and Gas Agreements: The Exploration Phase (2004)
Oil and Gas Agreements: The Production & Marketing Phase (2005)
Oil and Gas Conservation Law and Practice (1985)
Oil and Gas Development in Latin America (1999)
Oil and Gas Development on the Outer Continental Shelf (1998) ; (2002)
Oil and Gas Joint Operating Agreement (1990)
Oil and Gas Operations in Federal and Coastal Waters (1989)
Oil and Gas Pooling and Utilization (1980)
Oil and Gas Royalties on NonFederal Lands (1993)
Oil and Gas Technology for Lawyers and Landmen (1979)
Oil and Natural Gas Pipelines: Wellhead to End User (1995)
Onshore Pooling and Utilization (1997)
Overthrust Belt—Oil and Gas Legal and Land Issues (1980)
Private Oil and Gas Royalties (2003)
Problems and Opportunities During Hard Times in the Minerals Industry (1986)
Public Land Law (1992) ; II (1997)
Public Land Law, Regulation, and Management (2003)
RCRA and CERCLA (1997)
Regulation and Development of Coalbed Methane (2002)
Resolution and Avoidance of Disputes (1984)
Resources Development, Environmental Land Management, and Permitting (1996)
Review and Analysis of the New BLM Surface Management (3809) Regulations (2001)
Rights of Access and Surface Use (1984)
Rights of Way (1998)
Royalty Valuation and Management (1980)
Uranium Exploration and Development (1976) ; II (2006)
Water Acquisition for Mineral Development (1978)
Water Quality & Wetlands (2002)
Western Coal Development (1973)
Wetland Issues in Resources Development in the Western United States (1993)



3. **CUSTOMIZATION OF WORK** - The Library may request the addition of customized MARC21 fields to their RMMLF Digital Library records as long as the content is to be uniform for every record. Depending on the complexity of the request, there may be an additional charge for this service.

Please indicate what field customizations are required:

COLLECTION	MARC TAG & INDICATOR	TEXT OF FIELD	PRICE (IF APPLICABLE)

4. **TITLE / PROPERTY RIGHTS TO PRODUCTS** - It is expressly agreed and understood that Contractor maintains the copyright to the individual catalog records which comprise the above listed RMMLF Digital Library Collection. Contractor hereby grants to the Library a perpetual, non-exclusive, royalty-free license to use, copy and modify the individual catalog records, or to retain third parties to do so on its behalf. The license granted herein to the Library shall survive termination of this Agreement.

5. **EXCLUSIVE USE OF RECORDS** - Collection is intended for Library use only. The Collection catalog records, and any updated or corrected versions thereof, are to be displayed in Library's online catalog only. If the Library purchases or licenses a collection analysis tool or collection analysis service, Contractor will provide a modified set of MARC21 records with generic URLs (i.e. www.rmmlf.org) and 6XX's stripped to be used for this purpose. This will enable Library to take advantage of any "comparative study feature" without concern for this EXCLUSIVE USE clause.

6. **TERMS OF PAYMENT** - Invoice shall be payable within thirty (30) days of receipt. Unpaid balances forty-five (45) days from receipt shall be subject to a re-billing charge of 1.5% per month until paid.

7. **TERMINATION OF CONTRACT** - Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice. If thirty (30) days notice is given, neither party shall have a cause of action against the other for breach.



8. **WAIVER** - No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing signed by the party claimed to have waived or consented.

9. **SEVERABILITY** - In the event that any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect.

10. **NOTICES** - All notices under this Agreement shall be sent by certified mail, return receipt requested, to the addresses indicated below.

NOTICE - Billing invoice to:
6965 Cumberland GAP Pkwy. Box 2003
A.H.: A/P
Harrugate, TN 37752

CONTRACTOR:
CASSIDY CATALOGUING SERVICES
248 West Main Street, Suite 2
Rockaway, NJ 07866
ATTN: Joni Lynn Cassidy, President

LIBRARY:
LINCOLN MEMORIAL UNIVERSITY, DUNCAN SCHOOL OF LAW
Ann Walsh Long, Technical Services/Circulation Services Librarian
601 West Summit Hill Dr.
Knoxville, TN 37902
(865)524-5288
ann.long@lmunet.edu

Contact information for receiver of files (if same as above check here)

Contact information for Invoicing (if same as above check here)

Name, Title _____
Email address _____
Telephone # () _____

Name, Title Pat Tennyson Dir. Purchases & Accounts
Email address pat.tennyson@lmunet.edu
Telephone # (423) 969-6206

IN WITNESS WHEREOF, the Library and the Contractor have executed this Agreement on the dates below:

CASSIDY CATALOGUING SERVICES, INC
"Contractor"

Signature: [Signature]
Printed Name: Joni L. Cassidy

Date: October 13, 2009

LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW
"Library"

Signature: [Signature]
Printed Name: Dr. B. James Dawson
Coop Chancellor

Date: 12-16, 2009



**Contract for
CassidyCat's Digital Law Library_{sm}
Electronic Collection**

THIS AGREEMENT, entered into as of this 13th day of October 2009, by Lincoln Memorial University, Duncan School of Law ("Library") and Cassidy Cataloguing Services, Inc. ("Contractor"), provides for the delivery of the initial file(s) of MARC21 catalog records and optional Monthly Update Service for the following collection:

Collection

CassidyCat's Digital Law Library_{sm}:

CassidyCat's Digital Law Library_{sm} Monthly Update Service

- Monthly Update Service (Monthly Invoicing)
- Monthly Update Service (Annual Invoicing)

Price	\$1325.00
Price	\$950.00
Invoiced annually	
Due now: \$1325.00	

1. **CONTRACT PERIOD** - This contract shall commence immediately upon receipt by Cassidy Cataloguing Services, Inc. of one signed copy of this Agreement.
2. **SCOPE OF WORK** - Collection will be comprised of over 3,200 MARC21 records representing free legal research sites on the internet. If applicable, the update service subscription will start one month after receiving initial delivery of files. All records will be created according to national bibliographic standards and stored in MARC21 format. The records will be assigned *Library of Congress subject headings (LCSH)* and a local call number of "INTERNET".

The catalog records will be delivered in MARC21 communications format to facilitate easy loading into Library's local ILS software (test files are available).



3. CUSTOMIZATION OF WORK - The Library may request the addition of customized MARC21 fields to their HeinOnline Digital Law Library records as long as the content is to be uniform for every record. Depending on the complexity of the request, there may be an additional charge for this service. Please indicate what field customizations are required:

COLLECTION	MARC TAG & INDICATOR	TEXT OF FIELD	PRICE (IF APPLICABLE)

4. TITLE / PROPERTY RIGHTS TO PRODUCTS - It is expressly agreed and understood that Contractor maintains the copyright to the individual catalog records that comprise the CassidyCat's Digital Law Librarysm (Collection) and updated versions thereof. Contractor hereby grants to the Library a perpetual, non-exclusive, royalty-free license to use, copy and modify the individual catalog records, or to retain third parties to do so on its behalf. The license granted herein to the Library shall survive termination of this Agreement.

5. EXCLUSIVE USE OF RECORDS - The Collection is intended for Library use only. These catalog records, and any updated or corrected versions thereof, are to be embargoed in Library's online catalog. They are not to be uploaded to bibliographic utilities or shared with other institutions except as they may be displayed in Library's public access catalog and where Library participates in a consortium catalog.

If the Library purchases or licenses a collection analysis tool or collection analysis service, Contractor will provide a modified set of MARC21 records with generic URLs (i.e. www.loc.gov and 6XX's stripped to be used for this purpose. This will enable Library to take advantage of any "comparative study feature" without concern for this EXCLUSIVE USE clause.

6. TERMS OF PAYMENT - Invoices shall be payable within thirty (30) days of receipt. Unpaid balances forty-five (45) days from receipt shall be subject to a re-billing charge of 1.5% per month until paid.

7. TERMINATION OF CONTRACT - Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice. If thirty (30) days notice is given, neither party shall have a cause of action against the other for breach.



8. **WAIVER** - No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing signed by the party claimed to have waived or consented.

9. **SEVERABILITY** - In the event that any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect.

10. **NOTICES** - All notices under this Agreement shall be sent by certified mail, return receipt requested, to the addresses indicated below.

NOTICE - Billing invoice to:
6965 Cumberland GAP Pkwy. Box 2003
A.H.N.: AIP

CONTRACTOR:
CASSIDY CATALOGUING SERVICES
248 West Main Street, Suite 2
Rockaway, NJ 07866
ATTN: Joni Lynn Cassidy, President

LIBRARY: HARRUGATE, TN 37752
LINCOLN MEMORIAL UNIVERSITY, DUNCAN SCHOOL OF LAW
Ann Walsh Long, Technical Services/Circulation Services Librarian
601 West Summit Hill Dr.
Knoxville, TN 37902
(865)524-5288
ann.long@lmunet.edu

Contact information for receiver of files
(if same as above check here)

Name, Title _____
Email address _____
Telephone # () _____

Contact information for Invoicing
(if same as above check here)

Name, Title Pat Tennyson Dir. Purchases & Accounts
Email address pat.tennyson@lmunet.edu
Telephone # (423) 869-6206

IN WITNESS WHEREOF, the Library and the Contractor have executed this Agreement on the dates below:

CASSIDY CATALOGUING SERVICES, INC
"Contractor"

Signature: [Signature]
Printed Name: Joni L. Cassidy

Date: October 13, 2009

LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW
"Library"

Signature: [Signature]
Printed Name: Dr. B. James Dawson
cool Chancellor

Date: 12-16, 2009



**Contract for Cassidy Cataloguing Services
eScholarship Editions Collection of Public Titles eBooks**

THIS AGREEMENT, entered into as of this 13th day of October 2009, by Lincoln Memorial University, Duncan School of Law ("Library") and Cassidy Cataloguing Services, Inc. ("Contractor"), provides for the delivery of the Initial file(s) of MARC21 catalog records and optional Monthly Update Service for the following collection:

eScholarship Editions Collection of Public Titles

Select type of Institution

- Academic
- Law Firm
- State, Court & County
- Other (please specify) _____

Price \$899

[updates provided free for the 1st year]

Price N/A

1. **CONTRACT PERIOD** - This contract shall commence immediately upon receipt by Cassidy Cataloguing Services, Inc. of one signed copy of this contract, together with the payment of \$899 for selected collection(s).
2. **SCOPE OF WORK** - Contractor will create MARC21 catalog records for the electronic titles identified below. All records will be created according to national bibliographic standards and stored in MARC21 format. The records will be assigned *Library of Congress subject headings (LCSH)* and Library of Congress (LC) call numbers.

The catalog records will be delivered in MARC communications format to facilitate easy loading into Library's local ILS software (test files are available). Records will be delivered in a MARC file. If these records require updating, it will be done at no additional charge for the first year. Library must notify Contractor regarding changes.



3. CUSTOMIZATION OF WORK - The Library may request the addition of customized MARC21 fields to their eScholarship Editions Collection of Public Titles records as long as the content is to be uniform for every record. Depending on the complexity of the request, there may be an additional charge for this service.

Please indicate what field customizations are required:

Table with 2 columns: MARC TAG & INDICATOR, TEXT OF FIELD

4. TITLE / PROPERTY RIGHTS TO PRODUCTS - It is expressly agreed and understood that Contractor maintains the copyright to the individual catalog records which comprise the above listed Collection. Contractor hereby grants to the Library a perpetual, non-exclusive, royalty-free license to use, copy and modify the individual catalog records, or to retain third parties to do so on its behalf. The license granted herein to the Library shall survive termination of this Agreement.

5. EXCLUSIVE USE OF RECORDS - Collection is intended for Library use only. The Collection catalog records, and any updated or corrected versions thereof, are to be displayed in Library's online catalog only. If the Library purchases or licenses a collection analysis tool or collection analysis service, Contractor will provide a modified set of MARC21 records with generic URLs (i.e. www.escholarship.org) and 6XX's stripped to be used for this purpose. This will enable Library to take advantage of any "comparative study feature" without concern for this EXCLUSIVE USE clause.

6. TERMS OF PAYMENT - Invoice shall be payable within thirty (30) days of receipt. Unpaid balances forty-five (45) days from receipt shall be subject to a re-billing charge of 1.5% per month until paid.

7. TERMINATION OF CONTRACT - Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice. If thirty (30) days notice is given, neither party shall have a cause of action against the other for breach.



8. WAIVER - No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing signed by the party claimed to have waived or consented.

9. SEVERABILITY - In the event that any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect.

10. NOTICES - All notices under this Agreement shall be sent by certified mail, return receipt requested, to the addresses indicated below.

NOTICE - Billing invoice to:
6965 Cumberland Gap Pkwy. Box 2003
Ann: AIP

CONTRACTOR:
CASSIDY CATALOGUING SERVICES
248 West Main Street, Suite 2
Rockaway, NJ 07866
ATTN: Joni Lynn Cassidy, President

LIBRARY: HARRUGATE, TN 37752
LINCOLN MEMORIAL UNIVERSITY, DUNCAN SCHOOL OF LAW
Ann Walsh Long, Technical Services/Circulation Services Librarian
601 West Summit Hill Dr.
Knoxville, TN 37902
(865)524-5288
ann.long@lmunet.edu

Contact Information for receiver of files (if same as above check here)

Contact Information for Invoicing (if same as above check here)

Name, Title _____
Email address _____
Telephone # () _____

Name, Title Pat Kennedy, Dir. Purchases & Accounts
Email address pat.kennedy@lmunet.edu
Telephone # (423) 869-6206

IN WITNESS WHEREOF, the Library and the Contractor have executed this Agreement on the dates below:

CASSIDY CATALOGUING SERVICES, INC
"Contractor"

Signature: [Signature]
Printed Name: Joni L. Cassidy

Date: October 13, 2009

LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW
"Library"

Signature: [Signature]
Printed Name: Dr. B. James Dawson
Coop Chancellor

Date: 12/6, 2009



**Contract for Cassidy Cataloguing Services
National Academies Press eBooks**

THIS AGREEMENT, entered into as of this 13th day of October 2009, by Lincoln Memorial University, Duncan School of Law ("Library") and Cassidy Cataloguing Services, Inc. ("Contractor"), provides for the delivery of the initial file(s) of MARC21 catalog records and optional Monthly Update Service for the following collection:

National Academies Press eBooks

Select type of Institution

- Academic
- Law Firm
- State, Court & County
- Other (please specify) _____

Price \$450

[updates provided free for the 1st year]

Price N/A

1. **CONTRACT PERIOD** - This contract shall commence immediately upon receipt by Cassidy Cataloguing Services, Inc. of one signed copy of this contract, together with the payment of \$450 for selected collection(s).
2. **SCOPE OF WORK** - Contractor will create MARC21 catalog records for the electronic titles identified below. All records will be created according to national bibliographic standards and stored in MARC21 format. The records will be assigned *Library of Congress subject headings (LCSH)* and Library of Congress (LC) call numbers.

The catalog records will be delivered in MARC communications format to facilitate easy loading into Library's local ILS software (test files are available). Records will be delivered in a MARC file. If these records require updating, it will be done at no additional charge for the first year. Library must notify Contractor regarding changes.



3. CUSTOMIZATION OF WORK - The Library may request the addition of customized MARC21 fields to their National Academies Press records as long as the content is to be uniform for every record. Depending on the complexity of the request, there may be an additional charge for this service.

Please indicate what field customizations are required:

Table with 2 columns: MARC TAG & INDICATOR, TEXT OF FIELD

4. TITLE / PROPERTY RIGHTS TO PRODUCTS - It is expressly agreed and understood that Contractor maintains the copyright to the individual catalog records which comprise the above listed Collection. Contractor hereby grants to the Library a perpetual, non-exclusive, royalty-free license to use, copy and modify the individual catalog records, or to retain third parties to do so on its behalf. The license granted herein to the Library shall survive termination of this Agreement.

5. EXCLUSIVE USE OF RECORDS - Collection is intended for Library use only. The Collection catalog records, and any updated or corrected versions thereof, are to be displayed in Library's online catalog only. If the Library purchases or licenses a collection analysis tool or collection analysis service, Contractor will provide a modified set of MARC21 records with generic URLs (i.e. www.nap.edu) and 6XX's stripped to be used for this purpose. This will enable Library to take advantage of any "comparative study feature" without concern for this EXCLUSIVE USE clause.

6. TERMS OF PAYMENT - Invoice shall be payable within thirty (30) days of receipt. Unpaid balances forty-five (45) days from receipt shall be subject to a re-billing charge of 1.5% per month until paid.

7. TERMINATION OF CONTRACT - Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice. If thirty (30) days notice is given, neither party shall have a cause of action against the other for breach.



- 8. **WAIVER** - No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing signed by the party claimed to have waived or consented.
- 9. **SEVERABILITY** - In the event that any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect.
- 10. **NOTICES** - All notices under this Agreement shall be sent by certified mail, return receipt requested, to the addresses indicated below.

NOTICE - Billing invoice to:
6965 Cumberland GAP Pkwy. Box 2003
A.H.: AIP

CONTRACTOR:
CASSIDY CATALOGUING SERVICES
248 West Main Street, Suite 2
Rockaway, NJ 07866
ATTN: Joni Lynn Cassidy, President

LIBRARY: HARRUGATE, TN 37752
LINCOLN MEMORIAL UNIVERSITY, DUNCAN
SCHOOL OF LAW
Ann Walsh Long, Technical Services/Circulation
Services Librarian
601 West Summit Hill Dr.
Knoxville, TN 37902
(865)524-5288
ann.long@lmunet.edu

Contact information for receiver of files
(if same as above check here)

Contact information for Invoicing
(if same as above check here)

Name, Title _____

Name, Title Pat Tennyson, Dir. Purchases & Accounts

Email address _____

Email address pat.tennyson@lmunet.edu

Telephone # () _____

Telephone # (423) 869-6206

IN WITNESS WHEREOF, the Library and the Contractor have executed this Agreement on the dates below:

CASSIDY CATALOGUING SERVICES, INC
"Contractor"

Signature: [Signature]
Printed Name: Joni L. Cassidy

Date: October 13, 2009

LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW
"Library"

Signature: [Signature]
Printed Name: Dr. B. James Dawson
COO/ Chancellor

Date: 12-16, 2009

LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW

FACULTY RESEARCH INTEREST FORM

Date: _____

Faculty name: _____

Liaison Librarian: _____

TEACHING INTERESTS

1. Please list each course you are currently teaching:

- a. _____
- b. _____
- c. _____
- d. _____

2. List the primary sources needed in the Library to support your teaching:
(specify format, if important)

- a. _____
- b. _____
- c. _____
- d. _____

3. What secondary sources are needed in the Library to support your teaching?
(specify format, if important)

- a. _____
- b. _____
- c. _____
- d. _____

4. What courses are you interested in teaching in the future?

- a. _____
- b. _____
- c. _____
- d. _____

5. What resources do you need in the Library to support those courses?

- a. _____
- b. _____
- c. _____
- d. _____

RESEARCH & SCHOLARLY INTERESTS

1. What are you researching at the present time?

2. What Library resources do you need?

3. What do you anticipate researching within the next two years?

4. What Library resources do you need that the Library does not have?

LIBRARY SUPPORT

As your Liaison Librarian, I can assist you with the following. Please mark YES or NO if you need assistance with any of the following services:

_____ Do you need assistance with creating or updating your *SelectedWorks* faculty publication page?

_____ Do you need training on any research resources or teaching technologies? If so, please list.

_____ Do you need help setting up CILPS, RSS feeds, or news alerts? If so, please list the subjects you are researching.

_____ Do you need content or creation assistance for your blog?

_____ Is there anything else I can assist with? Please comment:

**LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW**

FACULTY RESEARCH INTEREST FORM

Date: 1/19/10

Faculty name: April Melorum

Liaison Librarian: David C. Walker

TEACHING INTERESTS

1. Please list each course you are currently teaching

- a. Lawyering Skills 2
- b. _____
- c. _____
- d. _____

2. List your primary sources needed in the Library to support your teaching?
(specify format if important)

- a. Bluebook
- b. Westlaw
- c. Lexis
- d. _____
- e. _____

3. What secondary sources are needed in the Library to support your teaching?
(specify format if important)

- a. none
- b. _____
- c. _____
- d. _____
- e. _____

4. What courses are you interested in teaching?

- a. Juvenile Law
- b. Trial Advocacy
- c. _____
- d. _____

5. What resources would you need in the Library to support those resources?

- a. Juvenile law casebooks & treatises
- b. Rules of Juvenile procedure (TN)
- c. TN Rules, Civil Procedure
Westlaw
TN Rules of Evidence

RESEARCH & SCHOLARLY INTERESTS

1. What are you researching at the present time?

ASP programs

2. What library resources do you need?

3. What do you anticipate researching within the next two years?

juvenile law
mock trial programs
clinical programs

4. What library resources might you need that the library does not have?

see 5(b) & 5(c)

LIBRARY SUPPORT

As your Liaison Librarian, I can assist you with the following. Please mark YES or NO if you need assistance with any of the following services:

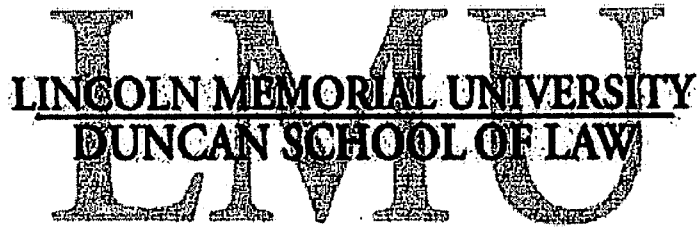
Do you need assistance with creating or updating your *SelectedWorks* faculty publication page?

Do you need training on any research resources or teaching technologies?

NO Would you like any CLIPS, RSS feeds or news alerts set up? If so, please identify what type of information you are looking for?

NO Would you like content assistance or creation assistance for your blog?

Would need help with anything else not listed above? Please comment:



FACULTY RESEARCH INTEREST FORM

Date: 1-20-10

Faculty name: Jonathan Marcantel

Liaison Librarian: David Walker

TEACHING INTERESTS

1. Please list each course you are currently teaching:

- a. TORTS
- b. _____
- c. _____
- d. _____

2. List the primary sources needed in the Library to support your teaching:
(specify format, if important)

- a. Westlaw
- b. _____
- c. _____
- d. _____

3. What secondary sources are needed in the Library to support your teaching?
(specify format, if important)

- a. Westlaw
- b. _____
- c. _____
- d. _____

4. What courses are you interested in teaching in the future? *My package is:*

- a. Contracts
- b. Business Associations
- c. Professional Responsibility
- d. _____

5. What resources do you need in the Library to support those courses?

- a. Westlaw
- b. _____
- c. _____
- d. _____

RESEARCH & SCHOLARLY INTERESTS

1. What are you researching at the present time?

Piercing the Corporate Veil

2. What Library resources do you need?

Already have them all.

3. What do you anticipate researching within the next two years?

More issues involving piercing the corporate veil and equity.

4. What Library resources do you need that the Library does not have?

I have everything at the moment

LIBRARY SUPPORT

As your Liaison Librarian, I can assist you with the following. Please mark YES or NO if you need assistance with any of the following services:

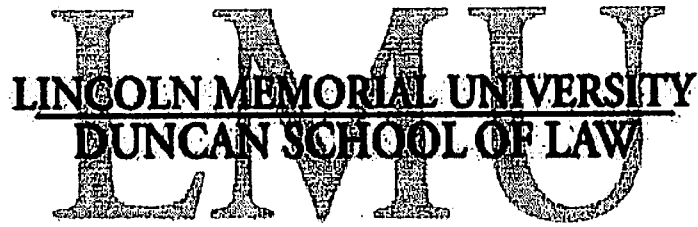
No Do you need assistance with creating or updating your *SelectedWorks* faculty publication page?

No Do you need training on any research resources or teaching technologies? If so, please list.

No Do you need help setting up CILPS, RSS feeds, or news alerts? If so, please list the subjects you are researching.

Yes Do you need content or creation assistance for your blog?

No Is there anything else I can assist with? Please comment:



FACULTY RESEARCH INTEREST FORM

Date: 11/20/2010

Faculty name: Ann Long

Liaison Librarian: _____

TEACHING INTERESTS

1. Please list each course you are currently teaching:

- a. Lawyerling Skills
- b. _____
- c. _____
- d. _____

2. List the primary sources needed in the Library to support your teaching:
(specify format, if important)

- a. Bluebook - print
- b. TWEN
- c. Libguides
- d. Primary Sources in print & electronic

3. What secondary sources are needed in the Library to support your teaching?
(specify format, if important)

- a. _____
- b. _____
- c. _____
- d. _____

4. What courses are you interested in teaching in the future?

- a. Advanced legal research in upper-level courses
- b. _____
- c. _____
- d. _____

5. What resources do you need in the Library to support those courses?

- a. LexisNexis
- b. Westlaw
- c. BNA
- d. _____

RESEARCH & SCHOLARLY INTERESTS

1. What are you researching at the present time?

2. What Library resources do you need?

3. What do you anticipate researching within the next two years?

4. What Library resources do you need that the Library does not have?

LIBRARY SUPPORT

As your Liaison Librarian, I can assist you with the following. Please mark YES or NO if you need assistance with any of the following services:

 No Do you need assistance with creating or updating your *SelectedWorks* faculty publication page?

 No Do you need training on any research resources or teaching technologies? If so, please list.

 No Do you need help setting up CILPS, RSS feeds, or news alerts? If so, please list the subjects you are researching.

 No Do you need content or creation assistance for your blog?

 No Is there anything else I can assist with? Please comment:

LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW

FACULTY RESEARCH INTEREST FORM

Date: 01/20/10

Faculty name: Prof. Sandra Ruffin

Liaison Librarian: David Wilke

TEACHING INTERESTS

1. Please list each course you are currently teaching:

- a. Civil Procedure I + II
- b. _____
- c. _____
- d. _____

2. List the primary sources needed in the Library to support your teaching:
(specify format, if important)

- a. Federal Reporters
- b. State Reporters - Tennessee in particular
- c. Federal Rules Decisions
- d. U.S. Constitution

3. What secondary sources are needed in the Library to support your teaching?
(specify format, if important)

- a. Civil Procedure Hornbooks + Treatises
- b. Restatements - Judgments
- c. Conflicts - Hornbooks + Treatises
- d. Federal Courts - Hornbooks + Treatises

4. What courses are you interested in teaching in the future?

- a. Constitutional Law
- b. Race and the Law
- c. Land Use
- d. _____

5. What resources do you need in the Library to support those courses?

- a. L. Tribe - Hornbook / Treatise
- b. Derrick Bell - Casebook; Commentaries
- c. _____
- d. _____

RESEARCH & SCHOLARLY INTERESTS

1. What are you researching at the present time?

Scope of President's power to make treaties and relationship to power to enter into international agreements

2. What Library resources do you need?

Research assistance; identification of international agreements that have the effect of treaties; identification of congressional challenges to the President's entry into

3. What do you anticipate researching within the next two years? a treaty or agreement

- WTO (World Trade Organization) Dispute Procedure
- Tennessee, Slavery + the Civil War

4. What Library resources do you need that the Library does not have?

Tennessee's ^{Area} Comprehensive Plans (Land Use)

LIBRARY SUPPORT

As your Liaison Librarian, I can assist you with the following. Please mark YES or NO if you need assistance with any of the following services:

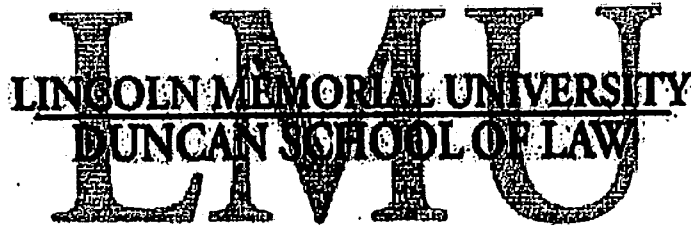
Yes Do you need assistance with creating or updating your *SelectedWorks* faculty publication page?

Yes Do you need training on any research resources or teaching technologies? If so, please list.

Yes Do you need help setting up CILPS, RSS feeds, or news alerts? If so, please list the subjects you are researching.

Yes Do you need content or creation assistance for your blog?

_____ Is there anything else I can assist with? Please comment:



FACULTY RESEARCH INTEREST FORM

Date: JAN 20 / 10

Faculty name: GORDON RUSSELL

Liaison Librarian: _____

TEACHING INTERESTS

1. Please list each course you are currently teaching:

- a. LAWYERING SKILLS I
- b. _____
- c. _____
- d. _____

2. List the primary sources needed in the Library to support your teaching:
(specify format, if important)

- a. DIGITAL ACCESS TO STATE CODES
- b. " " TO REPORTERS
- c. " " TO US CODE
- d. _____

3. What secondary sources are needed in the Library to support your teaching?
(specify format, if important)

- a. DIGITAL ACCESS TO LOOSELEAFS
- b. " " " MONOGRAPHS
- c. " " " REPRINTS
- d. _____

4. What courses are you interested in teaching in the future?

- a. ICN
- b. Advanced LEGAL Research
- c. LAW and Film
- d. SPORTS LAW

5. What resources do you need in the Library to support those courses?

- a. _____
- b. _____
- c. _____
- d. _____

RESEARCH & SCHOLARLY INTERESTS

1. What are you researching at the present time?

- a) RESEARCH ACROSS THE CURRICULUM
- b) LIBRARIAN W/ WALLS

2. What Library resources do you need?

3. What do you anticipate researching within the next two years?

- HISTORY OF MOST COURTS IN AMERICAN LEGAL Education

4. What Library resources do you need that the Library does not have?

LIBRARY SUPPORT

As your Liaison Librarian, I can assist you with the following. Please mark YES or NO if you need assistance with any of the following services:

NO Do you need assistance with creating or updating your *SelectedWorks* faculty publication page?

NO Do you need training on any research resources or teaching technologies? If so, please list.

NO Do you need help setting up CILPS, RSS feeds, or news alerts? If so, please list the subjects you are researching.

YES Do you need content or creation assistance for your blog?

_____ Is there anything else I can assist with? Please comment:

LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW

FACULTY RESEARCH INTEREST FORM

Date: 1/20/10

Faculty name: BRUCE BEVERLY

Liaison Librarian: DAVID WATKIN

TEACHING INTERESTS

1. Please list each course you are currently teaching:

- a. TORTS
- b. _____
- c. _____
- d. _____

2. List the primary sources needed in the Library to support your teaching:
(specify format, if important)

- a. TN CODE
- b. US CODE
- c. _____
- d. _____

3. What secondary sources are needed in the Library to support your teaching?
(specify format, if important)

- a. Restatement of Torts 2d
- b. Restatement of Torts 3d
- c. _____
- d. _____

4. What courses are you interested in teaching in the future?

- a. FAMILY LAW
- b. MEDIATION / ARBITRATION
- c. REMEDIES
- d. COMPARATIVE LAW

5. What resources do you need in the Library to support those courses?

- a. TN Family Code
- b. TBA DOMESTIC RELATIONS REPORTERS
- c. _____
- d. _____

RESEARCH & SCHOLARLY INTERESTS

1. What are you researching at the present time?

- UCCSEA AND Hague Convention with regard to international child kidnapping
- various theories of proximate cause AND commentary

2. What Library resources do you need?

Uniform Acts, USCA - Hague Conv.

3. What do you anticipate researching within the next two years?

culine

4. What Library resources do you need that the Library does not have?

none

LIBRARY SUPPORT

As your Liaison Librarian, I can assist you with the following. Please mark YES or NO if you need assistance with any of the following services:

yes Do you need assistance with creating or updating your *SelectedWorks* faculty publication page?

NO Do you need training on any research resources or teaching technologies? If so, please list.

yes Do you need help setting up CILPS, RSS feeds, or news alerts? If so, please list the subjects you are researching.

Family Law around the country

yes Do you need content or creation assistance for your blog?

not Is there anything else I can assist with? Please comment:

Right
now!

LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW

**LAW LIBRARY TRAINING SESSIONS
FOR FACULTY: SPRING 2010**

January 19 2:pm Room 201

Library in Your Laptop

Learn how to access the more than 500,000 ebooks and ejournals the Duncan School of Law Library subscribes to directly from your laptop using one federated search platform, Aquabrowser. Learn how to build your own collection with My Discoveries. Research tips that will help you find the most relevant information will be discussed.

January 27 2:pm Room 201

Just in Time: Getting the Research Materials You Need, As You Need Them

Our print collection is available to you just in case you need it. Learn how to access to materials from outside our print collection, as you need them via NetLibrary, Ebook, or through Interlibrary Loan (ILL). Yes, you really can have it all.

February 11 2:pm Room 201

CILP, Bepress/SelectedWorks, and Expresso

Learn how to create an automated clipping service on specific subjects that will be sent to you via email, using Current Index to Legal Periodicals (CILP). Bepress/SelectedWorks can be used to create and update a digital repository of your articles and presentations. Bepress/SelectedWorks and Expresso offer electronic submission options for publication of your scholarship.

LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW

LAW LIBRARY TRAINING SESSIONS
FOR FACULTY: SPRING 2010

February 23 2:pm Room 201

HeinOnline

Heinonline is a digital library with the greatest volume of law journal articles in PDF. Moreover, Hein publishes the USC, CFR, Federal Register, U.S. Statutes at Large, U.S. Attorney General Opinions, state session laws, United Nations documents, English Reports, ALI publications, Federal agency documents, and more, all available in PDF (which is just as good as print, but not as heavy).

March 16 2:pm Room 201

Fastcase and Tennessee Legal Research Resources Online

All Tennessee Bar members have access to Fastcase. Our students and faculty also have access to this legal research database that provides access to federal and state case law, statutes, and administrative codes. In addition to learning how to conduct research on Fastcase, this session will also provide an overview of the Tennessee legal resources freely available via the Internet, and resources available via Westlaw and LexisNexis.

The Duncan School of Law Library seeks a Faculty Services Librarian.

Duties:

The Faculty Services Librarian will be responsible for managing the Faculty Research and Document Delivery Services at the Duncan School of Law, including hiring, training and supervising student research assistants. As part of the Library Information Services team, the Faculty Services Librarian will be required to perform traditional and virtual reference services for students, faculty and staff, to provide bibliographic instruction, and to develop research guides and content for the law library's webpage. Additionally, the Faculty Services Librarian will be expected to teach in the Lawyering Skills program. Other duties may be assigned on an as needed basis. This position may require weekend hours on a rotating basis.

Minimum qualifications:

- A Juris Doctor from an accredited law school.
- A Masters Degree in Information and/or Library Science from an accredited graduate school.
- Sound knowledge of legal systems and legal bibliography.
- Strong research skills.
- Excellent communication, interpersonal and organizational skills.
- Creativity and adaptability in the face of multiple simultaneous demands.
- Group instruction experience.

Preferred qualifications:

- Experience teaching legal research.
- Experience and/or a strong interest in teaching legal writing.
- Experience conducting legal research in an academic, government or private practice setting.

Salary: commensurate with qualifications and experience.

Available: The position will start on July 1, 2010. Applications considered upon receipt.

The Duncan School of Law Library seeks an Emerging Technologies Librarian.

Duties:

The Emerging Technologies Librarian will be responsible for Web 2.0 applications within the law school; including exploring and managing virtual reference technologies, enhancing the law school's digital library collections, exploring, implementing and overseeing teaching technologies and managing the law school's website. As part of the Library Information Services team, the Emerging Technologies Librarian will be required to perform traditional and virtual reference services for students, faculty and staff, to provide bibliographic instruction, and to develop research guides and content for the law library's webpage. Additionally, the Emerging Technologies Librarian will be expected to teach in the Lawyering Skills program. Other duties may be assigned on an as needed basis. This position may require weekend hours on a rotating basis.

Minimum qualifications:

- A Juris Doctor from an accredited law school.
- A Masters Degree in Information and/or Library Science from an accredited graduate school.
- Sound knowledge of legal systems and legal bibliography.
- Strong research skills.
- Excellent communication, interpersonal and organizational skills.
- Creativity and adaptability in the face of multiple simultaneous demands.
- some experience working with Web 2.0

Preferred qualifications:

- Experience teaching legal research.
- Experience and/or a strong interest in teaching legal writing.
- Experience conducting legal research in an academic, government or private practice setting.

Salary: commensurate with qualifications and experience.

Available: The position will start on July 1, 2010. Applications considered upon receipt.

Lincoln Memorial University

Student Handbook On-Line

2009-2010

VISION

MISSION AND PURPOSE

INSTITUTIONAL GOALS

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ACADEMIC SUPPORT SERVICES

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Student Support Services Program

Academic Advisement

Kanto Program

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Career Planning

Counseling

Educational Programming

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Food Committee

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Medical Services

Acquired Immunodeficiency Syndrome (AIDS)

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Grievance Procedure

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Carnegie Vincent Library

Bookstore

Mary E. Mars Gymnasium

Mary S. Amann Natatorium

Signon Communication Center

Tex Turner Arena

AIRPORT TRANSPORTATION

VETERAN AFFAIRS

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Academic Integrity

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Background Checks

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VISION

Lincoln Memorial University strives to achieve regional distinction as a student-centered, educational, and service-oriented intellectual and cultural community defined by excellence, creativity, and diversity in its people, procedures, and programs.

MISSION AND PURPOSE

Lincoln Memorial University is a values-based learning community dedicated to providing educational experiences in the liberal arts and professional studies. The University strives to give students a foundation for a more productive life by upholding the principles of Abraham Lincoln's life: a dedication to individual liberty, responsibility, and improvement; a respect for citizenship; recognition of the intrinsic value of high moral and ethical standards; and a belief in a personal God.

The University is committed to teaching, research, and service. The University's curriculum and commitment to quality instruction at every level are based on the beliefs that graduates must be able to communicate clearly and effectively in an era of rapidly and continuously expanding communication technology, must have an appreciable depth of learning in a field of knowledge, must appreciate and understand the various ways by which we come to know ourselves and the world around us, and must be able to exercise informed judgments.

The University believes that one of the major cornerstones of meaningful existence is service to humanity. By making educational and research opportunities available to students where they live and through various recreational and cultural events open to the community, Lincoln Memorial University seeks to advance life in the Cumberland Gap area and throughout the region through its teaching, research, and service mission.

Approved by the Board of Trustees May 5, 2006

Institutional Goals

Lincoln Memorial University is a private, independent, non-sectarian University with a clearly defined mission that distinguishes it from other educational institutions. While the University cherishes its heritage and rich traditions, it recognizes that dynamic growth and change are required to meet the needs of today's students. The University has identified the following goals, which are derived from its mission and reflect its vision for the future:

1. Secure and maintain fiscal integrity in all its activities, programs, and operations through concerted efforts to continuously increase its endowment and financial standing.
2. Provide quality educational experiences that have their foundation in the liberal arts and professional studies, promote high personal standards, and produce graduates with relevant career skills to compete in an ever-changing, increasingly global market.
3. Make educational opportunities available to all persons without reference to social status. The University seeks to stabilize undergraduate enrollment by strengthening recruitment efforts and increasing student retention through the creation of an academic and social environment that facilitates success and rewards achievement.

4. Advance the Cumberland Gap and tri-state region through community service programs in continuing education, leadership development, recreation, and the fine and performing arts.
5. Continue as a critical educational, cultural, and recreational center for the area, and to develop and maintain facilities, which are safe, accessible, and conducive to the development of body, mind, and spirit.
6. Attract and retain a highly qualified faculty and staff, committed to teaching, research, and service, by providing the best compensation program possible.
7. Commit resources to support the teaching, research, and service role of the institution and the faculty.
8. Continue to strengthen the faculty and staff development program with priority for allocation of resources determined by institutional needs.
9. Increase technology for all educational sites. Specifically, the University seeks to continuously improve its computer and other technological resources for faculty and students.
10. Develop and implement academic programs in response to anticipated or demonstrated educational need, and to continuously evaluate and improve the effectiveness of current programs.
11. Continue the tradition of providing a caring and nurturing environment where students, faculty, and staff with varied talents, experiences, and aspirations come together to form a community where diversity and growth in the pursuit of academic and career goals are encouraged. The University seeks to develop students' potential in a supportive environment while challenging them to grow intellectually and personally.
12. Provide high quality educational opportunities through selected undergraduate and graduate degree programs for students who live or work a significant distance from the Lincoln Memorial University main campus, and for whom other options are not as accessible or satisfactory.

Approved by the Board of Trustees May 5, 2006

SECTION 1: STUDENT SERVICES

ACADEMIC PROGRAM

The academic program at LMU consists of offerings from four undergraduate schools: Carter and Moyers School of Education, the DeBusk School of Business, the Hamilton School of Arts and Sciences, and the Caylor School of Nursing and Allied Health.

Baccalaureate Core Curriculum

LMU believes it is important that students have exposure to a variety of academic disciplines in the liberal arts and sciences. The faculty has identified a collection of courses and options designed to ensure desirable breadth in the college experience. That collection of courses is called Baccalaureate Core Curriculum. To graduate with an associate or baccalaureate degree from LMU the student must successfully complete the Core Curriculum requirements. These requirements vary and are specified in the *Lincoln Memorial University Undergraduate Catalog*.

ACADEMIC SUPPORT SERVICES

The Office of Student Services offers a variety of services to the students of LMU. All students are assured access to LMU programs and services through use of an LMU photo I.D.

Tagge Center for Academic Excellence

The Tagge Center for Academic Excellence offers free assistance to all students in reading, writing, math, learning skills (test-taking and test-preparation), and in several other courses. Test reviews are scheduled throughout each semester. Students may schedule an appointment and/or drop in to see a tutor at the Tagge Center for Academic Excellence, located on the main floor of the Student Center.

Student Support Services Program

Student Support Services is a federally funded program to assist eligible students who are seeking academic help due to a weak educational background, needing academic support or currently in academic difficulty. The program offers assistance in the areas of academic and financial advisement, career planning and personal growth, as well as peer tutoring.

Students interested in participating in the Student Support Services Program must complete an application, available in the Tagge Center for Academic Excellence or during summer orientation. Acceptance into the program entitles the student to use all services free of charge. The office is located on the main floor of the Student Center.

Academic Advisement

Each student is assigned an academic advisor according to his/her major area of study. The academic advisor will assist the student in selecting appropriate courses for each academic semester. **The student bears ultimate responsibility for effective planning, progression and completion of all requirements for his/her chosen degree, but the academic advisor can give valuable direction and encouragement.**

Kanto Program

The University regularly hosts Japanese high school students from the Kanto International Senior High School of Tokyo. These students come to the University to study English, speech, reading, music, art and U.S. History, and to become familiar with American culture. The advanced English courses and exposure to American students and faculty improve the Kanto students' fluency by immersing them in the language. These students are housed in Liles and West residence halls.

Testing

Various personality and interest inventories are available to students through Student Support Services (Tagge Center) and the Career Planning Office (Student Center 317). In addition, the College Level Examination Program (CLEP) is available for which up to two years of college credit can be awarded. The University also serves as an official American College Test (ACT) testing center.

Career Planning

The Office of Career Planning (located in Student Center 317) provides resource information through inventories, literature and Internet access. This office also conducts workshops on resume writing, interviewing skills and career searching.

The Career Planning program is divided according to school year (freshman, sophomore, etc.). It is very important that students start their credential files early in their college career. These files will contain pertinent information to complete resumes during the senior year.

Other services provided by the Office of Career Planning include:

- * Career planning web page
- * Career planning procedures
- * Graduate school catalogs
- * Career Fairs are scheduled throughout the academic year.
- * Career links
- * Career field information
- * Major selection guidance

Counseling

Personal counseling is available to students through the Office of Student Services. Referral to local counseling and assistance resources is available upon request by the student.

Student Services provides alcohol and substance abuse education program as a resource to students, staff and faculty. Topics include the disease concept of alcoholism, effects of alcohol and other drugs, drinking and driving, responsible decision-making regarding the use of addictive drug and treatment options. The alcohol and drug education program is not a treatment program; rather it emphasizes education, intervention and support. Assessments (general) are provided-students who need further drug and alcohol counseling/intervention will be referred to outside services.

Academic counseling is available through the Office of Student Services, the Tagge Center for Academic Excellence (second floor of the student center), the student's academic advisor or UACT 100 class, *Strategies for College Success*. Student's academic advisors are assigned through the Office of the Registrar.

Educational Programming

Each year, the Office of Student Services provides educational programs designed to address the needs of LMU's student body and further the mission of the University. The program schedule will be included within the monthly activities calendars. The topics may include but are not limited to:

- * Acquaintance Rape
- * Eating Disorders
- * Leadership Skills
- * Self-Defense
- * Sleeping Disorders
- * Study Habits
- * Conflict Resolution
- * Financial Management
- * Roommate Problems/Solutions
- * Sexual Assault & Harassment
- * Stress Management

COMPUTER SERVICES

Student Computer Accounts – Email/University Computers/Web Advisor

Students will have at least two user accounts that they will be responsible for during their tenure at Lincoln Memorial University (LMU). Both accounts use the syntax `firstname.lastname` and start out with the password as your 6 digit birthday (MMDDYY). These are separate accounts and changing the password on one account does not automatically change the password on the other.

One user account is used to login to the computers attached to the LMU network infrastructure (including computers that are located at our extended campuses). This user account is also used to check email using LMU's web based email, Outlook Web Access (OWA). See the section on **University Email** for more details.

The other user account is used to login to LMU's web based portal to our administrative system, WebAdvisor. This account allows students to check grades and financial information. See the section on **University WebAdvisor** for more details.

It is your responsibility to ensure that all of your LMU passwords remain confidential. LMU does not accept responsibility for any password-related breach of security. You have the option to decline the assignment of a user name and password to access any accounts at LMU and may do so by contacting Information Services.

University Email

Every student is issued an email account. Some faculty require submission of homework assignments via email. Students may choose to access their email on the University computer systems, from their resident hall rooms on their personal computers or from home on their personal computers. LMU supports a web based email client that can be accessed from any computer that has access to the Internet. The syntax for LMU student email addresses is `firstname.lastname@lmunet.edu`. In the event two students have the same first and last name, a sequential number is added to the end of the last name, (ex. `sheree.schneider1@lmunet.edu`). Students can access the web based client from LMU's website under the section Current Students & Faculty or using <http://www.lmunet.edu/exchange>. We encourage our students to use their LMU email accounts for all communication during their tenure at LMU. All LMU incoming and outgoing email is scanned for viruses. The computers (both desktops and laptops) located in the Library are dedicated for student use, to complete homework assignments and check their email. Additional computer workstations are available in smaller computer labs in the Student Center, Avery Hall, the new Business Education Building, and Farr Hall on the Harrogate Campus. University owned computer labs are also available for students who take classes at any of our extended campus sites in Corbin, Kentucky, Knoxville and Maryville, Tennessee. Contractual Agreements are in place to provide student access to computers at our extended campus sites in Alcoa, Cleveland, Madisonville, and Morristown, Tennessee and Cumberland, Kentucky. Open hours for each of the labs are posted at each location.

University WebAdvisor

WebAdvisor can be accessed from any computer by going to the Current Students & Faculty page on the LMU website, <http://www.lmunet.edu>. After your initial login with your birth date, you are required to change your password. Your new password must be 6 to 9 characters and contain both letters and numbers. WebAdvisor passwords will expire every 180 days. Students are encouraged to obtain their class schedules, financial records and grades via WebAdvisor. Final grades are not longer mailed and will not be given out over the telephone. WebAdvisor is a secure portal that requires a user name and password for access. This is a separate user account than your email. To find or verify your username, choose "What's my User ID?" from the WebAdvisor main page and follow the prompts.

University Internet – Resident Students

Internet access is available in all residence halls on campus. Students must bring their own computer with the following minimum requirements: Pentium III 550 MHz processor, 60 gigabyte hard drive, 128 megabytes of RAM, and an 8X CD-ROM drive. It must be equipped with a Network Interface Card (NIC) for a high speed connection. Microsoft Windows is the only platform fully supported for computers attaching to LMU's network. Microsoft Windows Professional (version 2000 or XP) is the preferred operating system. Students on campus have experienced some technical difficulties with XP Home addition. The Windows Millennium version is not supported and strongly discouraged because of poor performance and functionality behind a firewall. There is no technical support available for Macintosh operating systems. Students should bring copies of any software that is installed on their computer—LMU cannot provide distribution CD's even if the student can provide an authentic license key.

Students are less likely to experience technical issues if their computer is at least a Pentium IV. Additional software is often needed in order to complete homework assignments. The software is installed on all computer lab systems but if students want to complete these assignments from using their personally owned computers, it is the responsibility of the student to purchase the necessary software. Microsoft Word is the campus standard word processing software and can be purchased at the bookstore. Many vendors provide student discounts for Microsoft Software and only ask to see the student's registration form as proof of educational status. The Microsoft Office Suite which includes Word, PowerPoint, and Excel is not part of the Windows Operating System.

Students who wish to connect to the Internet will be required to install a network access control (NAC) client. This client is used by the University to assure that the student computer has updated virus protection, is running an authentic operating system and has all the necessary security patches for that operating system installed. This client is a not-intrusive application that can easily be removed when the student disconnects from the University's network. Students will not be allowed to connect to the network without this application.

University Internet – Non-Resident Students

Wireless Internet access infrastructure (WAP) is accessible at several locations within the University network infrastructure. Students will be able to use their personal computers (laptops only) to access the WAP at the Library, in the student center, and in Avery and Duke Halls. The minimum requirement for laptops accessing the WAP is a PIV laptop

equipped with a wireless access card. Microsoft Windows is the only platform fully supported for computers attaching to LMU's network. Microsoft Windows Professional (version 2000 or XP) is the preferred operating system. Students on campus have experienced some technical difficulties with XP Home addition. There is no technical support available for Macintosh operating systems. Students should bring copies of any software that is installed on their computer—LMU cannot provide distribution CD's even if the student can provide an authentic license key. Students can find information regarding the policies and procedures associated with this service from LMU's website under the section Current Students & Faculty, Information Services, or using the URL <http://www.lmunet.edu/is>.

Network Data and Email Storage

All students will have access to a limited amount of storage on the University network. This storage will be routinely backed up. Students will be responsible for maintaining the data that is stored on the University network. Students can find information regarding the policies and procedures associated with this service from LMU's website under the section Current Students & Faculty, Information Services, or using the URL <http://www.lmunet.edu/is>.

University Printing/Photocopying

Multifunction units are strategically located in each of the buildings (including our extended campus sites). These units will be available for student use and are fee-based. Students will have 500 sheets of paper at no cost for printing and photocopying per semester. Additional prints/copies will be charged at a rate of \$0.10 per print/copy. Students can find information regarding the policies and procedures associated with this service from LMU's website under the section Current Students & Faculty, Information Services, or using the URL <http://www.lmunet.edu/is>.

Computer Repair – Personal Computers (Desktop or Laptop)

LMU does not provide computer repair services, but here are some methods of obtaining them:

- Is your computer under warranty? If your computer, or the component causing the problem, is under warranty, first contact the company's support Web site or telephone technical support. This is usually the best source of assistance in diagnosing and resolving problems.
- Ask if they provide on-site repairs. For a list of links to companies, see Computer Manufacturers' Support Links.
- What if it's not under warranty? Even if your warranty has expired, first check the company's support Web site. Many vendors have extensive databases, and you will often be able to determine the cause of the problem and the recommended solution. This may help you to avoid or reduce the expense of shop repairs. For a list of links to companies, see Computer Manufacturers' Support Links.
- What if I need to take it to a repair shop?

Contact one or more of the computer repair services in the local area. Be sure to ask about:

- an estimate of cost and time needed for repairs
- warranty on repairs
- labor rates
- availability and cost of parts
- on-site service
- return, repair and replacement policies

If a service shop or retail store makes repairs or installs hardware or software for you, verify that everything is working properly by asking them to perform an operational demonstration of your computer before you leave the store. The same practice should apply for on-site repairs.

Computer Maintenance – Personal Computers (Desktop or Laptop)

Use a systematic approach to determine whether problems are a result of hardware, software, network or configuration options. Be sure that the latest AntiVirus and its current updates are installed on your computer and that scans are routinely run. LMU will provide an AntiVirus for all computers that attach to the LMU network. Make sure you run Windows updates frequently. Download an anti-spyware product like Microsoft Defender. Many problems can be avoided by safeguarding and restricting access to your computing resources. Use caution when visiting websites. Do not download free software unless you are convinced it will not be harmful to your computer. Your student can check the Information Services website for helpful information about maintaining their PC, <http://www.lmunet.edu/is>.

Data Backup – Personal Computers (Desktop or Laptop)

Perform routine back-ups of your files. If you have the resources to make a disk image of your system, do this on a regular basis. Store your original software packages, licensing information, back-up files and disk images in a very safe place. As soon as you detect or suspect a problem, immediately run the antivirus scans and diagnostic utilities, make back-ups of your files or create a new disk image. If your vendor has supplied diagnostic or trouble shooting utilities, run them as soon as possible. If you need assistance, contact the vendor's support Web site or telephone their technical support. If you have recently installed new software, verify that it was done using the proper technique and that all the settings and options are correct. You may want to "uninstall" it and restart your computer to see what effect it has on the problem. Sometimes uninstalling will not remove all traces of the program from your computer. Visit the software vendor's Web site or call their technical support for assistance.

LMU offers several web-enhanced courses. If you student participates in a web-enhanced or online course at LMU, it is their responsibility to make sure they have a working computer. If something happens to their computer during the course, they should make immediate provisions with an outside vendor to get the computer repaired as quickly as possible. During the time the computer is being repaired, they can use the lab computers. Keep in mind these computers are often in high demand—your student should plan appropriately.

Telephone Services - Fax/Courtesy Phones/Long Distance/Cell Phones

There is one phone line per room. Students must bring their own telephones and/or answering machines. All local calls are free; however, in order for students to make long distance calls from these phones, long distance calling cards must be used. Long distance calling cards may be purchased in the LMU Book store. The dialing area for LMU is (423) and the exchange is 869. Students phones are behind a Private Telephone Switch (PBX) similar to rooms in a hotel and students must dial 9 to get an outside line. Student phone numbers are not listed in the local phone book. Student phone numbers will not be given to callers via the switchboard and cannot be accessed using any of LMU's toll-free numbers. Students can call faculty, staff and fellow students on the PBX using the four digit extension number.

Courtesy phones are strategically located in each of the buildings (including our extended campus sites). These phones can be used similarly to how the phones in the resident halls are used. In order for students to make long distance calls from these phones, long distance calling cards must be used.

Faxing capabilities will be available for students via the multifunction machines mentioned in the **University Printing/Photocopying** section. Again in order for students to fax long distance from these phones, long distance calling cards must be used. There will be a fee associated with the number of pages that are faxed (similar to the cost associated with print/copy). Information regarding the policies and procedures associated with this service are still in the planning stages and will be available as they develop at <http://www.lmunet.edu/is>.

Cingular wireless is the cell phone vendor choice for University faculty and staff. Students who purchase a Cingular plan will utilize free mobile to mobile minutes if they need to contact security or other LMU faculty and staff on their cell phones. Both Cingular and Verizon have sufficient cell phone cover in the Harrogate area. Cingular service is more prominent in Harrogate's border city of Middlesboro, Kentucky which Verizon is more prominent in Harrogate's border cities of Ewing, Virginia. There is limited or no cell phone service for most of the other popular cell phone vendors.

LMU Student E-Mail Policy

Electronic mail (e-mail), like postal mail, is an official mechanism for administrators, faculty, staff and students to communicate with each other. The University expects that e-mail communications will be received and read in a timely manner. Students are expected to check e-mail on a frequent and regular basis in order to stay current with University-related communications, recognizing that certain communications may be time-critical. If a student receives an official e-mail from a University faculty member, administrator, or staff member and does not read that e-mail any subsequent repercussions cannot be excused by "unread e-mail messages."

Inappropriate e-mails, some examples of which are described below, are prohibited. Anyone receiving such an email should immediately contact the University Helpdesk. Examples of inappropriate uses of e-mail:

- Sending bulk e-mails which do not relate to University Business or Student activities. Bulk e-mails which mention names and individuals in a derogatory manner are unprofessional and could be considered slanderous.

- The creation and exchange of messages which are harassing, obscene or threatening.
- The unauthorized exchange of proprietary information or any other privileged, confidential sensitive information.
- The creation and exchange of information in violation of any laws, including copyright laws, or University policies.
- The knowing transmission of a message containing a computer virus.
- The misrepresentation of the identity of the sender of an e-mail.
- The use or attempt to use the accounts of others without their permission.

Material that is fraudulent, harassing, profane, obscene, intimidating, defamatory, or otherwise unlawful or inappropriate may not be sent by email or other form of electronic communications. **If a student engages in this type of behavior it will be considered a violation of the policy and will result in disciplinary action.**

ADMINISTRATIVE SERVICES

The primary purpose of LMU is to provide students the opportunity to pursue higher education. The Office of Student Services is dedicated to providing experiences to all students without regard to race, national origin, gender, age, disability, sexual orientation, military service or religion. The University's educational, social and service programs provide students with an understanding of themselves and others in the world around them. The rules and regulations of the University are designed to permit students to pursue their academic careers with assurance that they and their property are safe and that they can work without interruption or harassment. Students are encouraged to pursue recreation outlets as long as they do not interfere with the rights of others, damage LMU property or violate school, local, state and federal laws while on campus.

Extended Campus Sites

The University offers classes at several locations other than the Harrogate campus. These locations include:

Blount County – (865) 273 - 1541

Cleveland, TN (Cleveland State Community College) graduate program – (423) 869 6374

Corbin, KY (Baptist Regional Medical Center) – (606) 523 - 8654

Cumberland, KY (SECC) – (606) 589 - 5363

Ducktown, TN (Copper Basin High School) graduate program – (423) 869 - 6374

Ed. S Degree (423) 384 - 3571

Kingsport, TN (Regional Center for Applied Technology, 222 W. Main Street)

Knoxville (St. Mary's) – (865) 545 - 8489 or 8491

Maryville, TN Graduate Program (Maryville High) – (865) 983 – 2348

Morristown, TN (WSCC)-423-318-2750

Sevierville, TN (WSCCS)-423-869-6280

West Knoxville (Located at Hayfield Road) – (865) 693 - 1570

Campus Security

LMU Security Service provides security personnel and supervision for the entire campus in conjunction with LMU standards and policies and State of Tennessee certification

requirements. Security is administered and monitored through the Office of Student Services. Security officers are unarmed and possess no arresting authorization; however, they have an excellent working and incident-reporting relationship with local authorities, including direct radio and phone contact in the event of an emergency. At least one security officer is on duty seven days per week, 24 hours per day to secure campus facilities, protect and assist campus students, personnel and visitors and to monitor traffic regulations.

The security office is located in the on the first floor of Tex Turner. All student, faculty, staff, and visitors are encouraged to report criminal activity and any other safety concern as soon as safely possible. Upon request, reports can be submitted through a "voluntary confidential reporting process."

In the event of an emergency or any other security need, look for a nearby security officer or call the security officer on duty at 526-7911. A message can also be left on the security office phone at 869-6338 or with the Dean of Students (869-7088), Monday through Friday 8:00 a.m. to 4:30 PM. (*Warnings, crime, emergencies, or weather-related*) particular to the University community are coordinated through the LMU Security Office, the Office of the President, the Office of Student Services, and the LMU Health and Safety Committee. Resident Directors should be contacted Saturday and Sunday and after 4:30 p.m. Monday through Friday (see "Residence Halls" for RD telephone numbers)).

Campus Crime Statistics

In accordance with Public Chapter 317, "College and University Security Information Act," enacted July 1, 1989, in the state of Tennessee, LMU submits monthly crime statistics to the Tennessee Bureau of Investigation (TBI). Specific policies and procedures are available upon request from the Dean of Students Office.

Crime statistics are reported to the TBI according to TBI policies for Tennessee colleges and universities. The TBI requires all Tennessee colleges and universities to report specific crimes that have been reported to and investigated by Tennessee authorities. Crime Statistics at LMU for the past calendar years are listed below in accordance with Regulatory Citations 34 CFR 668.46(b)(1) & 34 CFR 668.46(c)(1)-(2):

<u>Crime (5)</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Homicide					
Murder / Non-negligent Manslaughter	0	0	0	0	0
Negligent Manslaughter	0	0	0	0	0
Sex Offenses					
Forcible	0	0	0	0	0
Non-Forcible	0	0	0	1	0
Robbery	0	0	0	0	0
Aggravated Assault	1	1	2	2	0

Burglary	12	11	15	3	1
Vehicle Theft	0	0	0	0	0
Arson	0	0	0	0	0

Arrests or referrals for the following occurring on campus:

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Liquor law violation arrests	0	0	0	5	0
Alcohol-related referrals	50	41	31	15	4
Drug law violation arrests	0	0	0	0	0
Drug-related referrals	0	1	3	0	1
Illegal weapons possession	0	0	0	0	1

Hate Crimes [34 CFR 668.46(b)(1) & 34 CFR 668.46(c)(3)]

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Race	0	0	0	0	0
Gender	0	0	0	0	0
Religion	0	0	0	0	0
Sexual Orientation	0	0	0	0	0
Ethnicity	0	0	0	0	0
Disability	0	0	0	0	0

Post Office

Student mail boxes are assigned to residential students on registration day or at the University Post Office the remainder of the semester (students must have their stamped pink registration form). The boxes are located in the Student Center. The University Post Office is located in the lower level of Tex Turner Arena. Hours of operation, including the time that packages may be picked up, will be posted at the University Post Office.

The University Post Office is only a collection and distribution point, but stamps may be purchased. The sending of packages by parcel post must be handled by the Harrogate Post Office, which is located just off campus (next to Hardees).

Photocopying Services

Duplicating services are available on a first-come, first-served basis in the University Press located on the lower level of the Tex Turner Arena. The charge for student copies is \$.10 per copy.

Lost and Found

Lost personal items should be turned in or reported to the Office of Student Services, Student Center - Room 308.

FOOD SERVICES

Sodexo Services provides food services to LMU students with a valid ID card. Students must update their ID cards each semester, whether or not they change plans. Students

must present their stamped, registration form and the ID card at Sodexho Services and be re-entered into the food services computer system each semester.

Room and board rates are subject to final approval by the Board of Trustees and are published each semester on - line. Meals and meal plan charges begin concurrently on registration day.

A \$50.00 fine will be assessed to any person removing china and/or silverware from the premises.

Meal Plans

All students living in campus residence halls are required to participate in one of the meal plans. Those plans are discussed in detail in the *LMU Residential Handbook*. Only married students or students with children living on campus are exempt.

The block meal plan is designed for the commuting student who occasionally desires to eat meals in the dining hall. Cost is based on the number of blocks (meals) purchased.

A \$25.00 fee is charged for all changes to a meal plan once entered. A student is not permitted to change meal plans after the seventh day following registration day.

Dietary and Scheduling Accommodations Needs

Any student who must follow a specific diet may supply the Director of Food Services with a prescription diet from the student's physician. Every effort will be made to accommodate the student's special dietary needs.

The LMU cafeteria serves breakfast, lunch and supper. A schedule of hours is posted in the cafeteria. Students with special schedules (student teaching, practicum, internship or clinicals) may discuss their class schedules with the food manager.

Food Committee

The Office of Student Services sponsors the Food Committee. The Committee consists of the Director of Student Activities, the Director of Food Services and student representatives. The Committee meets once each month to present student opinions, suggestions and preferences concerning the food services. Anyone interested in serving on the Committee should contact the Director of Student Activities at ext. 6294.

HEALTH SERVICES

Student Health Insurance

Effective with the Fall 2008 semester, Lincoln Memorial University is requiring that all undergraduate and master's level students have health insurance. Students may provide proof of their own insurance that is equivalent to the coverage of the LMU plan or subscribe to the LMU plan. Student accounts will be automatically charged for the new

insurance plan unless proof of insurance is provided on or before the stated deadline for that semester.

PROCESS FOR WAIVER REQUEST

- **Students must fax or bring a copy of their insurance card to the Office of Student Services, Student Center, Room 308, Fax 423-869-6204, that reflects the policy meets the criteria listed above.**
 - ✓ LMU employees should submit a copy of their insurance card. Employee IRS dependents only need to supply a memo from the Human Resources Office stating that they are covered under the LMU Employee medical insurance plan
- **If the student's name is not on the insurance card, the student should: 1) forward a letter from their insurance company or Human Resources Department verifying that they are covered under the plan; or 2) Go to carrier website and print off proof that their coverage is active.**
- **The student should allow at least ten business days for the account credit to be processed after the information has been sent to the Office of Student Services. Once approved the student will be notified via the email.**
- **Student athletes are required to submit a copy of coverage or letter indicating athletic injuries are covered by their current insurance plan.**

NOTE: University personnel and insurance company personnel will not have access to personal health information through the waiver process. No personal health information is required or needed in the waiver process.

For Additional Information:

Office of Student Services (phone) 423.869.7166 (fax) 423.869.6204

Medical expenses incurred due to injuries sustained as a direct result of the student's involvement in a University-sponsored activity will be covered under the University's secondary accident policy. Costs associated with medical treatment for any other reason are the responsibility of the student. A student sustaining an injury on an LMU campus or during an LMU sponsored event must submit the following reports:

Incident report Claim's Report
Authorization of Disclosure Informational Form
Claim's Sheet

Medical Services

LMU students are eligible to use the medical services offered through the Outpatient Services Department of Lincoln Memorial University-DeBusk College of Osteopathic Medicine. The clinic is located on the second floor of the DCOM building. Hours of

clinic operation are 8:30am to 4:30pm on Monday-Friday, closed 12-1 for lunch. Students must pay a fee (insurance co-pay) upon service. Students must also present health insurance information in order to use the clinic, and the clinic staff will bill the insurance company for the student. **Students who subscribe to the LMU Health Insurance Plan do not have to pay co-pay or deductible for clinic visits.** Lab work or other tests are subject to co-pay and deductible charges.

The scope of the clinic practice currently includes family practice and osteopathic manipulative therapy. Gynecological consults will also be handled through the clinic. The clinic is staffed by members of the DCOM faculty.

Appointments can be made by phone at ext. 7193 with the office manager. The clinic also accepts walk-ins, but preference will be given to patients with a scheduled appointment.

There are two (2) hospitals in the immediate vicinity. Claiborne County Hospital is located in Tazewell, Tennessee at 1850 Old Knoxville Road. Appalachian Regional Hospital is located in Middlesboro, Kentucky at 3600 W. Cumberland Avenue. Both hospitals have emergency-room service 24 hours a day, seven days a week. Treatment is normally on a cash or insurance card basis only. However, the hospitals will turn no one away for insufficient means of payment. Student Services Staff members will assist in arranging transportation as needed. Students are reminded that it is far more costly to receive care from doctors and health agencies outside regular working hours, or at the emergency room.

Acquired Immunodeficiency Syndrome (AIDS)

The following guidelines, recommended by the American College Health Association, are based on facts derived from the best currently available medical knowledge about Acquired Immunodeficiency Syndrome. The University reserves the right to revise this statement based on further advanced information on AIDS. Because LMU is an educational institution, its main response to AIDS will be educational in nature. The LMU Health and Safety Committee will be responsible for disseminating the latest information on AIDS and AIDS prevention to the campus community. The University will strive to maintain the following guidelines; however, each situation will be evaluated on a case-by-case basis.

1. There is no medical justification for restricting the access of persons with AIDS, AIDS Related Complex (ARC), or a positive HIV antibody test to campus facilities or activities.
2. Most students, faculty, or staff who have AIDS, ARC, or a positive HIV antibody test will not have restricted access to facilities or activities.
3. The existence of AIDS, ARC, or a positive HIV antibody test will not be considered in the initial admission decision to the institution.
4. The existence of AIDS, ARC, or a positive HIV antibody test will not be part of the decision regarding residence hall assignment except in the following situation: Immunocompromised students may require special (separate) housing accommodation for their own protection, and this will be provided when such housing is available and only with the permission and consent of the student involved. Although a good faith attempt will be made to provide such

accommodations, the institution is under no obligation to create such an accommodation when one is not readily available.

5. Students, faculty, or staff are encouraged to inform campus authorities (i.e. students inform the Vice President for Enrollment Management and Student Services; faculty/staff inform the Vice President for Academic Affairs and Provost) if they have AIDS, ARC, or a positive HIV antibody test so the University can meet the needs of the individual. All medical information will be handled and maintained by the University in a strictly confidential manner.
6. No specific or detailed information concerning complaints or diagnosis will be provided to faculty, administrators, or parents, without the expressed written permission of the individual. No recording of AIDS-related information will be entered in University records without the individual's consent.
7. An effort will be made by the Health and Safety Committee and other University personnel to provide educational resources whereby the Lincoln Memorial University population at large may learn the facts about AIDS and AIDS prevention.

STUDENTS WITH DISABILITIES

LMU does not discriminate, for purposes of admission to LMU or access to and treatment in LMU's programs or activities, on the basis of disability. Every effort is made to accommodate the needs of the students with disabilities attending LMU. As buildings on the LMU campuses are remodeled, care is taken to assure that persons with disabilities have sufficient access to those buildings. LMU will also provide reasonable accommodations to students with properly documented disabilities. If a student with a disability has any issue or question about his/her disability, the Americans with Disabilities Act ("ADA") or Section 504 of the Rehabilitation Act of 1973 (Section 504) he/she should contact the ADA Coordinator in the Office of Student Services (Student Center, Room 319, 423-869-6251). That contact information is also listed on the class syllabus for every LMU class. In addition, students with learning disabilities should become familiar with the services of the Tagge Center for Academic Excellence and Student Support Services, both located in the Student Center of the main campus in Harrogate, TN.

Request for Accommodations

The following procedure must be followed in order for any student with a disability to receive accommodation:

- 1) The student must submit documentation of his/her disability to the ADA Coordinator (guidelines for proper documentation are set forth below);
- 2) The ADA Coordinator will contact the student concerning arrangements for reasonable accommodations (student must be prepared to discuss specific accommodation needs);
- 3) A "Student Accommodation Form" listing the accommodations to be provided to the student during a particular semester, will be circulated to the student's faculty for review and signature;
- 4) **The student must contact the ADA Coordinator prior to each semester for reauthorization and accommodations for the upcoming semester.**

Documentation Guidelines

Students requesting accommodations or services from LMU because of a learning disability are required to submit documentation to determine eligibility for those accommodations or services in accordance with Section 504 and the ADA. A diagnosis of a learning disability does not necessarily qualify a student for academic accommodations under the law. To establish that a student is covered under Section 504 and the ADA, the documentation must indicate that the disability substantially limits some major life activity, including learning.

The following guidelines are provided in the interest of assuring that documentation of a learning disability is complete and supports the student's request for accommodations. LMU will determine eligibility and appropriate services, case by case, based on the quality, recency and completeness of the documentation submitted. The following requirements provide students, schools, and professional diagnosticians with a common understanding of the components of documentation that are necessary to validate the existence of a learning disability, the impact on the individual's educational performance, and the need for academics accommodations for the purpose of the ADA and Section 504. (10/05)

A. A Qualified Professional Must Conduct the Evaluation

The assessment must be administered by a trained and qualified (i.e., certified and/or licensed) professional (e.g., psychologist, school psychologist, neurophysiologist, education diagnostician, or student clinicians who are being supervised by a qualified professional) who has had direct experience with adolescents and adults with learning disabilities.

B. Documentation Must be Current

Reasonable accommodations are based on the current impact of the disability on academic performance. In most cases this means that a diagnostic evaluation should be age appropriate and relevant to the student's learning environment, and show the student's current level of functioning. If documentation does not address the individual's current level of functioning a re-evaluation may be required.

C. Documentation Must Include a Specific Diagnosis

The report must include a clear and direct statement that a learning disability does or does not exist including a rule out of alternative explanations of learning problems. Terms such as "learning difficulty," "appears," "suggests," or "probable" do not support a conclusive diagnosis.

D. Documentation Must be Comprehensive

The documentation must include a summary containing relevant historical information, instructional interventions, related services, and age of initial diagnosis. The documentation must also include objective data regarding aptitude, achievement and information processing. Test scores (standard scores, percentiles, and grade equivalents) must also be included in the documentation.

E. Recommendations for Accommodations

A diagnostic report may include specific recommendations for accommodation(s). A prior history of an accommodation, without a demonstration of a current need, does not in and of itself warrant the provision of that accommodation. Each accommodation recommended by an evaluator should include a rationale. The evaluation should support the recommendations with specific test results or clinical observations. If an accommodation is not clearly identified in the diagnostic report, LMU will seek clarification and/or additional information either from the student's evaluator or from another trained professional chosen by LMU. LMU will make the final determination as to whether appropriate and reasonable accommodations are warranted and can be provided. LMU reserves the right to request reassessment of the student's disability when questions arise regarding previous assessment or provision of services or accommodations or when the student requests additional services or accommodations above and beyond what has been previously provided to the student.

F. Process for Receiving Reasonable Accommodations

All documentation related to the student's disability and accommodations shall be maintained by the ADA Coordinator. Upon receipt of the documentation, the ADA Coordinator will meet with the student, either in person or by telephone, to discuss and make arrangements for accommodations for the upcoming semester. A Student Disabilities form will be completed listing the agreed upon accommodations, and will be signed by the student, the student's faculty members and the ADA Coordinator. This process shall be followed each semester for which the student wishes to request accommodations.

If a problem arises concerning the reasonable accommodations, the student should contact the ADA Coordinator for assistance (Ext. 6251).

Grievance Procedure for Student with Disabilities

All grievances concerning any aspect of the services or accommodations provided to a student with a disability, or related to any issue related to Section 504 or the ADA, should be taken to the ADA Coordinator within ten (10) working days. If the student feels he/she needs to take the matter further, LMU's grievance committee will review the matter. The LMU grievance committee consists of: Vice President for Enrollment Management & Student Services (Chair), the ADA Coordinator, the Director of Student Success and Retention, the Director of Student Support Services and the academic dean or chair of the department in which the effected student is enrolled. The decision of LMU's grievance committee is final. (1/06)

FACILITIES

Various facilities on campus are available for student and community use. Some facilities require reservations. Reservations for special events, such as Arena concerts, should be coordinated with our Special Events Manager, Larry Carter (ext. 6326). The following facilities are available for scheduling at a nominal fee for community members by contacting Ext. 6464:

- * Academic areas
- * Democrat Hollow Picnic Area
- * Elizabeth D. Chinnock Chapel
- * Intramural Fields
- * Library Areas
- * Mary S. Annan Natatorium
- * Springhouse
- * Tex Turner Arena
- * Arnold Auditorium of the Abraham Lincoln Library and Museum
- * Amphitheater
- * Duke Hall of Citizenship Auditorium
- * Grant-Lee Conference room
- * Les Gibbs Soccer Field
- * Mary E. Mars Gymnasium
- * Neely Softball Field
- * Annan Tennis Courts
- * Cafeteria & Splitter's Lounge

The Abraham Lincoln Museum

Located at the front of campus, the Abraham Lincoln Museum contains one of the largest Civil War and Lincoln collections in the world. Hours are 9 a.m. to 4 p.m. Monday - Friday, 11 a.m. to 4 p.m. on Saturday, and 1 p.m. to 4 p.m. on Sunday.

Museum admission charges:

LMU students - Free with ID card

Adults - \$5.00

Senior Citizens - \$3.50

Children 6-12 - \$3.00; under 6 - Free

Family and Group rates are available

Guest passes are available for family members of current LMU students. Groups are welcome and are asked to notify the museum in advance of their visit. Group rates are available with advance reservations. A gift shop, containing items of interest to students and visitors, is also housed within the museum.

Visit the museum website www.lmunet.edu/museum for upcoming events and additional information.

Carnegie Vincent Library

The purpose of the library is to provide all students and faculty with access to the necessary resources that support the educational, research and public service programs of the University. The library houses more than 283,895 volumes of books and non-book materials such as videos, microfiche and bound journals. It subscribes to more than 200 traditional journals. The library is committed to teaching students the skills to make them lifelong learners in an electronic age. In this effort, it subscribes to 7,000 full text electronic journals, 50 electronic databases, and maintains more than 42,000 electronic books that students may access either from home or from one of its 40 updated computers. The library seeks to uphold the mission of the University in its commitment to service to the University's community. In this effort, you will find the library staff especially helpful in assisting LMU students with the use of its broad range of services.

In order to maintain a pleasant atmosphere and fair treatment of all users, the student must abide by the following library regulations:

1. All food and drink is restricted to the lounge located on the second floor of the Library.
2. Students must return borrowed materials on time and a fee will apply to any materials not returned, or returned after the due date.
3. Students must handle library materials with care.

4. Library materials that are lost or damaged must be replaced in accordance with the library policy on lost or damaged materials.
5. Library materials are equipped with an electronic device to ensure they are not improperly removed from the premises.
6. Students are expected to behave in a manner that is conducive to study in a research environment.

Library Hours:

Fall and Spring Semesters

Monday-Thursday	8 AM - 11 PM
Friday	8 AM - 4:30 PM
Saturday	10 AM - 5 PM
Sunday	2 PM - 11 PM

Summer Sessions

Monday-Thursday	8 AM - 7 PM
Friday	8 AM - 4:30 PM

Break Periods

Monday-Friday	8 AM - 4:30 PM
Saturday & Sunday	CLOSED
National Holidays	CLOSED, unless otherwise posted

Note: Extended hours during exam weeks. See the website for hours.

LMU Student Overdue/Lost Item and Laptop Computer Agreement

LMU students with less than \$25.00 in library fines (including overdue items), and no overdue recalls or lost item charges on record may check out books, media, and laptop computers, and use copier, printer, and FAX services at the Carnegie-Vincent Library (CVL) in accordance with the policies and procedures outlined below. Failure to comply with policies and procedures may result in termination of borrowing privileges or other penalties.

Policies and Procedures

1. Open a borrower's account (go to the Library Circulation Desk and present a valid form of identification with current address; extended campus students may use the Web-based form on the Library Web site).
2. Notify the Library of any address, telephone number, or email changes.
3. Abide by the following service limits, time periods, renewals, usage rules, fines, and fees:
 - a. Books and Media Checkout
 - i. Item checkout limit for all materials (i.e., books and media) is 25 items on an account at a time.
 - ii. Circulation period is 14 days for books and 5 days for media.
 - iii. One renewal is allowed per item if the item does not have a recall status; renewals may be requested in person, by email to library@lmunet.edu , or by phone.
 - b. Harrogate Campus Laptop Computer Checkout

- i. Provide a valid ID at the Circulation Desk to check out a laptop computer; ID will be kept until the laptop is returned.
 - ii. Sign the laptop computer checkout/check-in form located at the Circulation Desk
 - iii. Observe/comply with the following usage rules:
 - 1. Checkout of laptop computers is on a first-come, first served basis.
 - 2. Checkout period for laptop computers is 2 hours; one renewal is allowed if there is no active waiting list (call or go by the Circulation Desk to renew a laptop).
 - 3. Overdue fines accrue at .02 per minute (\$1.20 per hour).
 - 4. Laptop computers are for in-library use only.
 - 5. One laptop at a time may be checked out.
 - 6. Overnight checkout of laptop computers is not permitted.
 - 7. Laptop computers must never be left unattended.
 - 8. Do not tamper with laptop hardware or software.
 - 9. Do not consume food or drink around laptops.
 - 10. Return laptop to the Circulation Desk to report any technical or equipment problems as they occur.
 - iv. Return laptop computer to Circulation Desk and wait until Library staff checks equipment, including peripherals, for damage. Sign check-in log and retrieve ID. Do not leave a laptop computer at the Circulation Desk if a Library staff member is not present.
 - v. Borrowers will incur full repair cost plus a \$20.00 non-refundable processing fee for damaged laptop or peripherals.
 - vi. Borrowers will be charged full replacement cost plus a \$20.00 non-refundable processing fee for laptop, parts or peripherals that are lost, stolen, or otherwise not returned.
4. Abide by the Library Overdue/Lost Item Policy for books and media as follows: Patrons with overdue items will be charged \$0.15 per item per day starting on the 10th overdue day (there is a 9-day grace period) up to a maximum fine of \$3.00 per item. Items 30 days or more overdue will be considered lost and the patron will be charged the maximum overdue fine of \$3.00 per item, a \$20.00 processing fee per item, and the cost of replacing each lost item.
 5. Behave appropriately while using the Library facilities, services, and equipment.
 6. Fines and fees will be processed as follows:
Student fines and fees will be sent to the Bursar (Finance Office) for posting to the student's account. Note: *The University will not process a student's request for transcript until all Library fines and fees levied against the student are resolved.*

Bookstore

The LMU Bookstore, located in the Student Center, is maintained for the benefit and convenience of students. Students can purchase new and/or used textbooks and other materials necessary for classes, various novelty items, and health and beauty aids. The Bookstore hours are 8:30 AM to 4:00 PM, Monday through Friday. The Bookstore also opens on special occasions such as Homecoming and New Student Orientations. Students

may also purchase books by telephone (423-869- 6306) with UPS delivery at student cost. The main buy back of textbooks takes place at the end of each semester; however, the Bookstore will buy back textbooks throughout the semester at wholesale prices. The amount a student receives for used textbooks depends on the current value of the books and the condition of the book when returned, and is subject to change.

The Bookstore accepts checks from students; however, the check must be for the amount of the purchase only and a valid ID card must be presented.

Refund Policy

Refunds on textbooks are only given in the time frame set for the term in which the book is purchased (terms are posted in the bookstore and on the refund policy issued at the time of the purchase).

- a. No refunds are given without a receipt.
- b. No refunds will be given for new books that have been written in.
- c. The "Shrink-wrapped sets" must be return with all wrapping intact.
- d. If a class is dropped (proof may be required) a full refund is available until five days after the May Mini Term, 7 days after the first day of Summer Term classes. Fall and Spring term refund is 15 days after the first day of classes.

Mary E. Mars Gymnasium

The Mary E. Mars Gymnasium is a multipurpose facility. The Gymnasium is the home of the Lady Railsplitter's Volleyball Team for both practice and home matches. This facility houses the offices of Health and Physical Education Faculty. Classrooms are also located in this building. Supervised open gym nights and intramural sports for all LMU students are available in the gymnasium. Men's and women's dressing rooms are also available in the gym. The facility also houses Health and Physical Education classes and some basketball games for the J. Frank White Academy. Gym hours are posted on a monthly basis on the front door of the Gymnasium and in the Activities Calendar.

A weight room and exercise facility (both located inside the Gymnasium) is also available, free of charge, to students. Hours are posted at the weight room and on the LMU website. Hours are Monday-Friday 8 a.m.-noon & 7 p.m.-11 p.m. Saturday-Sunday 7p.m.-11p.m.

Mary S. Annan Natatorium

The swimming pool is adjacent to the Mary E. Mars Gymnasium. It is open to LMU students, faculty, staff and their immediate families free of charge during posted pool hours (ID's are required). Physical education academic credit may be earned by enrolling in swimming classes taught in this indoor facility. Rules and regulations for pool use are posted at the pool. The pool may be reserved during vacant hours for special events at a rate determined by the University, plus a lifeguard fee.

Swimming classes and water aerobics classes are offered regularly. Times and costs for classes and open swim hours are posted on the LMU Website.

Sigmon Communication Center

The Sigmon Communication Center houses the broadcasting facilities; two radio stations and two television stations. The radio stations are WLMU 91.3 FM and WRWB 740 AM. The television station is LMU-TV, channel 4 and 18 (local Communicom). The Sigmon Communication Center provides news and entertainment to the campus and the community as well as practical experience to LMU communication arts majors.

Tex Turner Arena

The sports arena opened on February 2, 1991. It is the home of the Lady Railsplitters and Railsplitters Basketball teams. The arena also houses the athletic staff, athletic training department, the weight room, sports information services, the university press and the LMU post office (except for mail boxes which are located in the Student Center).

AIRPORT TRANSPORTATION

The Office of Student Services will provide transportation to and from the airport at the start and end of each semester. At the start of each semester, dates and times for airport transportation will be posted in each resident hall. These postings will include both travel to the airport and pick-up for the following semester. Traveling students will be asked to make their plans accordingly, as only one trip per day will be scheduled.

VETERAN AFFAIRS

LMU is approved by the State Approving Agency for training of veterans and their eligible dependents. The coordinator for veterans' assistance assists eligible students in registering for the GI Bill, the Veterans Rehabilitation Program and the Post-Vietnam Era Veterans Program. The Director of Admissions, located in the Student Center, coordinates the campus-related Veterans Affairs. LMU also participates in the Yellow Ribbon Program for more information contact Financial Aid at 869-6336.

SECTION II: POLICIES AND PROCEDURES

ACADEMIC POLICIES AND PROCEDURES

Registration

The steps for registering for classes follow the sequence described below:

- Make an appointment with an academic advisor.
- Pick up a form and class schedule from the advisor.
- Review the *Semester Schedule on Web Advisor*, the *LMU Undergraduate Catalog*, and the student's course background to select course options.
- Meet with an advisor for advice and approval of a schedule for the upcoming semester. The advisor will maintain the student's advising folder.

- Take the signed Registration form to the Registrar where the course schedule is entered into the computer. The computer operator provides the student with confirmation of his/her schedule.
- Appropriate tuition and fees are assessed on the Registration form. Financial Aid awards, if applicable, are designated on the Registration form. The student pays fees and tuition at the cashier's office on the third floor of the Student Center.
- Bring the registration receipt (stamped copy) to the designated location (i.e. Splitters), or Room 308 Student Center after Registration, for a parking sticker, sign a form for the *Student Handbook*, student ID and/or ID validation and LMU Post Office box on Registration Day.

Early (Pre-) Registration

Early registration helps assure a student space in classes for the upcoming semester, and helps the staff adjust offered courses to meet student needs. Students are encouraged to take advantage of the early registration period (indicated on the Academic Calendar as "Early registration begins") near the end of each semester by consulting with his/her advisor about a schedule for the following semester and taking the schedule to the Registrar for entry into the computer. In order to complete early registration, the student must first pay any amount due on his/her account.

Late Registration

Students may register after the regular registration dates with permission from the department chairperson and the individual instructor during the late registration period designated on the Academic Calendar. Late registrants must make up missed work and will be assessed a late registration fee (reference semester class schedule).

Change of Schedule

Occasionally the student may determine after the first or second class meeting that he/she needs or wishes to change his/her schedule by adding and/or dropping (withdrawing from) one or more classes. Such changes should not be made, however, without consulting the academic advisor. **Such changes can be made only by using the official Change of Schedule form and processing the change through the Office of the Registrar and the Finance Office.**

The student may add courses to his/her schedule through the "Last day to complete registration" as announced in the Academic Calendar. The student may drop (withdraw from) courses any time during the semester. There is a \$15.00 per class (not to exceed \$100.00) fee for adding or dropping courses. Further, regarding dropped courses, there are important **deadlines** which affect the grade or notation that will appear on the student's academic transcript. See the Academic Calendar and take special note of:

Last day to drop without "WD"

If the course is dropped before that date, the course will not appear on the transcript; if the course is dropped after that date, the course will appear on the transcript with a notation of WD for "withdrew".

Last day to drop without "F"

If the course is dropped after that date, the course will appear on the transcript with the grade F.

Withdrawal From The University

"Withdrawal from the University" occurs when the student drops all classes, moves out of the residence hall (if applicable), and withdraws from any current student relationship with the University. The student initiates this process by speaking in person with the Vice President for Enrollment Management and Student Services. If a student is withdrawing from the University after the eighth week of the semester, he/she may be required to write a letter of petition to the Vice President for Academic Affairs and Provost requesting permission to withdraw. After this counseling session / exit interview, the student will receive a form requiring several administrators' signatures including the Vice President for Enrollment Management and Student Services, the Dean of the applicable school, the Registrar, the Director of Financial Aid and the Bursar. The student must return his/her student identification card and parking sticker or hang tag to the Office of Student Services. All students receiving student loans must also have an exit interview with a financial aid counselor.

Caution: Course listings and grade notations on the academic transcript of a student who officially withdraws from the University are subject to the same policies and time frames regarding the "dropping" of courses (see "Change of Schedule" in the current Undergraduate/Graduate Catalogs). Any student who stops attending classes (in effect leaves the University) prior to the end of the semester or summer term without completing official "Withdrawal from the University" automatically receives the grade "F" for such course(s), and will be that grade noted on the student's academic transcript. Withdrawal from the University has no impact on the cumulative GPA of the student if processed by the close of "Last day to drop without "F"" as announced in the Academic Calendar.

The financial status of the student is affected by withdrawal from the University in the following ways:

1. Refunds for tuition and fees are credited to the student's account according to the refund schedule.
2. Housing and meal fees are credited to the student's account according to the refund schedule.
3. Financial aid will be pro-rated to the student according to the Federal Return of Title IV Funds Policy. Withdrawal after the refund period means the student will have used an entire semester's eligibility of aid.
4. The balance of the student's account with the Office of Finance will be credited or billed to the student as appropriate.
5. Once the student has completed registration, i.e. turned in the Registration form to the Office of Finance, **the student is liable for all registration fees even though classes have not been attended**, unless the student completes an official withdrawal form.
6. Students who are suspended from LMU or ineligible to continue in an academic program (i.e., nursing) because of grade deficiencies and who are registered in advance for the subsequent semester **MUST** complete an official withdrawal form.

Any student who has not completed registration properly in an appropriate amount of time or who has not paid his/her account according to arrangements made with the Finance Office and Financial Aid Office is subject to administrative withdrawal from

classes. A reasonable attempt will be made to contact the student before such action is taken

Readmission Policy

When a student has been administratively withdrawn from the University for disciplinary reasons, the following procedures must be completed for readmission to the University;

1. Pre-existing agreements as outlined by the Office of Student Services must be met.
2. A written appeal must be submitted to the Dean of Students requesting readmission to LMU and confirming that all requirements have been met.
3. All appeals to be readmitted to the University must be submitted no later than one month prior to the first day of the semester in which the student is seeking readmission.
4. The appeal will be submitted to the Committee on Readmission, which consists of the Vice President for Enrollment Management and Student Services, Director of Admissions, Director of Financial Aid and the Dean of Students. Students seeking readmission will be notified in writing of the committee's decision within one week of the receipt of the written request. The Committee's decision is final.

Grading System

A 4.0 grading scale is in effect at LMU. A quality point is the value assigned to a letter grade.

<u>Grade</u>		<u>Quality Points.</u>
A	=	4.0
A-	=	3.67
B+	=	3.33
B	=	3.0
B-	=	2.67
C+	=	2.33
C	=	2.0
C-	=	1.67
D+	=	1.33
D	=	1.0
D-	=	.67
F	=	no quality points earned

Other possible transcript notations:

I = Incomplete. If the request for an "I" grade is approved, the work must be completed within the first six weeks of the following semester; otherwise the grade automatically becomes an "F".

P = Passing. Given for credit hours but not for quality points. Not computed in grade-point average (GPA).

IP = In Progress. Work is progressing, but the student must register again for the course the following semester or the next semester of attendance in order to complete the

required work for the course. The IP grade is restricted to specific courses in the curriculum.

NC = No Credit. No credit assigned for the course.

EL = Experiential Learning credit. Not computed in the GPA.

CE = Credit by Examination. Not computed in the GPA.

AU = Audit. Denotes official audit of course; no credit awarded nor grade assigned.

WD = Withdraw. Denotes official withdrawal from the university.

Academic Standards

Because a 2.00 cumulative grade- point-average (GPA) is required for graduation, any student not maintaining that standard will be placed on academic probation for the subsequent semester and will remain on academic probation until the cumulative GPA is at least 2.00. In the event the cumulative GPA is less than the level indicated below for a specified hourly range, the student is subject to suspension from the University for a period of one regular semester. No student will be suspended unless he/she has been on probation for at least one semester before suspension. A second suspension will result in suspension for a full calendar year. A student who is suspended from the institution may apply for readmission after the elapsed suspension period by contacting the Vice President for Academic Affairs.

A third suspension will result in permanent dismissal from the university. Students on probation will be referred to the appropriate officials for academic/personal counseling; students may attend the summer term as an opportunity to remove probational status prior to the new academic year.

Satisfactory Academic Progress

A student is considered to have made satisfactory academic progress provided he/she passes at least 75 percent of the credit hours attempted per year. Also, the student must maintain a cumulative minimum grade point average as outlined below.

Hours Attempted	Cumulative GPA
1 - 15	1.00
16 - 32	1.25
33 - 49	1.50
50 - 64	1.63
65 - 80	1.75
81 - 96	1.88
97 - 107	1.95
108 - graduation	2.00

Academic Integrity

It is the aim of the faculty of LMU to foster a spirit of complete honesty and a high standard of integrity. The attempt of any student to present work as his/her own that he/she has not honestly performed is regarded by the faculty and administration as a very

serious offense and renders the offender liable to severe consequences and possible suspension.

Cheating: LMU prohibits dishonesty of any kind on examinations or written assignments. These include: unauthorized possession of examination questions, the use of unauthorized notes during an examination, obtaining information during an examination from another student, assisting others to cheat, altering grade records, or entering any campus office without permission. Violations will subject the student to disciplinary action.

Plagiarism: LMU prohibits offering the work of another as one's own without proper acknowledgement. Any student who fails to give credit for quotations or essentially identical material taken from books, magazines, encyclopedias, or other reference works, or from the themes, reports, or other writings of a fellow student has committed plagiarism. Some departments or schools maintain additional rules regarding plagiarism and students should become familiar with those policies.

Academic Grievance Procedure

Grievances concerning any academic issues should first be taken to the instructor of the class. If a student feels he/she needs to take the matter further, the chair of the department in which the course falls should be consulted. The next appeal source is the Dean of the applicable and finally the Vice President for Academic Affairs. If the dispute involves an academic program, the academic advisor or the chairperson should be consulted as well.

Academic Environment

The University considers both the in and out of the classroom learning space to be equally important, therefore we strive to create an environment conducive to optimal learning. To that end, LMU adopts the following policies:

1. Cell phones are to be turned off at all times while classes are in session so as not to interrupt the flow of instruction and learning.
2. Children are not to be brought to class.

Students who violate these policies may be asked to leave the classroom. We apologize for any inconvenience this may cause but we must respect the rights of all of our students to concentrate uninterrupted (4/05).

Change of Name or Address

A student who changes name, residence, or mailing address is expected to notify immediately, in writing, the Office of the Registrar regarding the change. Any communication from the University which is mailed to the name and address on record is considered to have been properly delivered.

Background Checks

If a student is assigned for clinical experience/practicum at a clinical affiliate, other affiliate agency, organization, or school ("affiliate") requiring a criminal background check, the student will be required to provide the requested information. Students are allowed in the facility at the discretion of the affiliate. If the affiliate denies the student's

acceptance into its facility, the student will not be able to complete the clinical experience/practicum and will be withdrawn from the program.

In certain situations, investigative background reports may be ongoing and conducted at any time. Access to the program may be denied at any time by the affiliate or LMU.
(10/05)

Pursuant to the Fair Credit Reporting Act, LMU provides each student with the proper notices and forms at the time of application to the University with regard to background checks.

Right to Privacy under Public Law 93-380

The University complies with the provisions of the Family Education Rights and Privacy Act ("FERPA" or the "Act"), 1974, as amended. FERPA maintains that the institution will provide for the confidentiality of student education records, except as permitted by the Act.

No one outside the institution shall have access to nor will LMU disclose any information from a student's education records without the written consent of the student except to personnel within the institution, to officials of other institutions in which the student seeks enrollment, to persons or organizations providing financial aid to the student, to accrediting agencies carrying out their accreditation function, to persons in compliance with a judicial order, and to persons in an emergency in order to protect the health and safety of the student or other persons. Additionally, according to the 1998 Higher Education Amendments, the University is authorized by law to contact parents or guardians when a student under the age of 21 commits serious or repeated violations directly or indirectly involving our drug and alcohol policies.

At its discretion, LMU may provide Directory Information in accordance with the provision of the Act to include: student name, address, telephone number, date and place of birth, major field of study, dates of attendance, degrees and awards received, the most recent previous educational agency or institution attended by the student, participation in officially recognized activities and sports, and weight and height of members of athletic teams. Faculty and staff are encouraged to use case-by-case discretion when acting upon requests for such "Directory Information." No student information will be sold or provided for credit card promotions. Currently enrolled students may request in writing to the attention of the Registrar, non-disclosure of his/her student information.

Students may not inspect or review financial information submitted by their parents, confidential letters and recommendations associated with admissions, employment or job placement, honors to which they have waived their right of access, or education records containing information about more than one student, in which case LMU will permit access only to that part of the record which pertains to the inquiring student.

Students may access their "student information" by using the Web Advisor account (previously the Campus Connect system). Each student is given a PIN number to access the following information: schedule, transcript, financial records and financial aid. This information will remain confidential as long as the student secures his/her PIN number.

LMU maintains a list of all persons, other than college officials, who have received a copy of the student's education record. A copy of the University's policy on

the release of education records is on file in the Offices of the Registrar and Dean of Students.

Intellectual Property Policy

I. Purpose and Definitions

1. The intent of this policy is to preserve and protect the University's rights in intellectual property where appropriate and to define and respect the rights of others in works developed without the use of appreciable University support, particularly those works used solely to assist or enhance a faculty member's educational assignments. The University expects all members of the community to be mindful of how intellectual property laws, regulations, and policies apply to their work and to respect the intellectual property rights of others.

2. This policy applies to all students, faculty, and staff of the University and is intended to protect the interests of all concerned parties, including the University itself; members of the University community (faculty, staff, and students); external sponsors of research; and the public.

3. The University defines intellectual property as encompassing all works or things which result in any copyrightable material, and all inventions or things created and produced by faculty, staff, and students, regardless of whether they are, in whole or in part, protectable under patent, trademark, copyright or other applicable laws.

4. Intellectual property may be broadly divided into two categories: (a) the result of University-sponsored or supported efforts, or (b) the result of an individual's independent efforts. University students, faculty, and staff are encouraged to develop intellectual property relating to educational endeavors that include but are not limited to inventions, educational materials, works of art, literary works, teaching aids, textual materials, computer software, databases, audiovisual materials, drawings, lectures, musical/dramatic compositions, pictures, graphics, other copyrightable materials, and any other products or things that are designed to enhance or supplement the educational process at Lincoln Memorial University. The University also encourages the use of intellectual property and/or products resulting from the application of intellectual property for the good of the community and the general public.

5. The University may, in its own name, secure foreign and domestic letters of patent, copyrights, and trademarks on intellectual property produced or developed on behalf of the institution, or produced as a result of University-sponsored or supported efforts, in a manner consistent with this policy and any other applicable University policies

6. University-sponsored or supported efforts include those efforts that involve the use of significant University funds, personnel, facilities, equipment, materials or technological information, which may include support by another private or public organization if LMU administers or arranges for such support. University-sponsored or supported work further means work in which the creator was either engaged or commissioned by the University or made use of the University's support in developing the intellectual property, or that was not made in the course of independent efforts.

7. Funds and facilities provided by government, commercial, industrial, or other public or private organizations and administered and controlled by the University shall be considered to be funds and facilities provided by the University.

8. This policy as amended from time to time shall be part of the conditions of employment of every faculty, staff and student employee of the University. All employees are subject to any changes to this policy made subsequent to employment.

II. Rights Secured

1. Generally, Lincoln Memorial University retains all ownership rights, foreign and domestic, in any intellectual property created through University-sponsored or supported efforts of its faculty, staff, and/or students. The proceeds of any use, sale, licensing, or other monetization of such intellectual property shall inure solely to the University. The individual creator(s) of such intellectual property may only share in the proceeds arising from the property's use, sale, licensing, or other monetization if they have entered an appropriate agreement with the University.

2. Specifically, it is University policy that intellectual property developed by faculty, staff, and/or students shall be and become the sole and exclusive property of Lincoln Memorial University if the intellectual property is (a) developed within the person's scope of employment with the University, (b) developed in the course of a project sponsored by the University, (c) developed with the significant use of the University's funds, facilities, services, or equipment, or (d) developed in the course of a project arranged, administered or controlled by the University and sponsored in whole or in part by persons, agencies, or organizations external to the University, absent prior written agreement to the contrary.

3. With respect to students, the use of resources or facilities typically available to students in their educational activities shall not be considered "significant."

4. The University recognizes and reaffirms the traditional academic freedom of its faculty to engage in scholarly activity and to publish freely without restriction. In keeping with this philosophy, the University will not construe the payment of salary from unrestricted funds, nor the provision of office or library facilities, as constituting significant use of University facilities or funds, except for those situations where the funds were paid or the facilities provided specifically to support the development of an invention(s) and/or creation(s).

III. Independent efforts

1. Students, faculty, and staff may through independent efforts produce educational endeavors, works or other things that are subject to copyright, trademark or patent protection. In such cases, each creator has the right to determine the disposition of the materials' property rights and to receive revenue derived from such works.

2. Independent efforts include (a) ideas and works that originated from the individual faculty member, staff member, and/or student; and (b) works not made with the use of significant University support.

3. The University is not responsible for any opinions expressed in works that are created through the independent efforts of students, faculty and/or staff, which opinions shall be the sole responsibility of each individual creator. The University reserves the right to require an appropriately worded and displayed disclaimer to that effect to accompany any publication of a work that arises from the independent efforts of its students, faculty and/or staff. Further, the name of the University or reference to the University shall not be used in any form of publicity without prior written approval from the University.

4. Faculty members' textbooks, scholarly articles published in independent publications, and similar works intended to disseminate the results of study or research are generally considered independent efforts unless the University commissioned them, the projects that gave rise to them were specifically University-sponsored or supported, or an external sponsor commissioned them pursuant to a separate agreement with the faculty member and/or the University.

IV. Procedures

1. Once University-sponsored or supported intellectual property is created, and before its publication, the faculty member, staff member, and/or student creator is required to disclose the work or thing in its entirety to the Vice President for Academic Affairs. For all intellectual property created during an employee's approved employment outside the University, the employee may only delay disclosure to the University to protect the outside employer's interest until a decision has been made whether to seek a patent, copyright, or trademark.

2. All disclosures shall include (a) the name(s), address(es) and telephone number(s) of all creators or other participants in the creative process; (b) a descriptive title of the work or thing; and (c) a concise description of the work or thing, including an explanation of its nature, purpose and operation; a summary of results achieved; features believed to be novel; further experimental work planned; and any additional information which the creator believes might be helpful in deciding whether a patent application should be filed. The disclosure must be signed and witnessed.

3. The Vice President for Academic Affairs will have sixty (60) days after actual receipt of the disclosure to determine whether Lincoln Memorial University will assert an interest in the particular intellectual property and to develop a written agreement reflecting the interests of all parties, including how any proceeds from the monetization of the intellectual property will be distributed. Both the University and the individual will make every effort to protect both the individual's and the institution's interests.

4. Any agreement between an individual creator and the University will consider the relative contribution by such individual and may establish the percentage of ownership of the trademark, copyright or patent rights and compensation terms for development. All such agreements must satisfy any pre-existing commitments to outside sponsoring agencies.

5. All revenue derived from the monetization of such intellectual property by the University shall be used to support its academic purposes and programs.

6. All discoveries or inventions made outside the field in which the employee is hired by the University, and where the University has not provided any support, are and shall be the individual's property and invention. However, the employee and the University may agree that a patent for any such discovery and invention may be pursued by the University, with the proceeds of any monetization thereof to be shared in accordance with the agreement.

7. The development of intellectual property shall not interfere with an employee's effective performance of his/her assigned duties at the University. Unless otherwise determined by an agreement between the University and the employee, the employee's immediate administrative supervisor shall determine whether development of the intellectual property has a detrimental effect upon the employee's performance of his/her regular assignments. Standard University policies may be applied regarding employee performance in cases where it is determined that effective performance of work duties is negatively impacted by development of intellectual property.

8. All University personnel and students are obligated to refrain from any act that would defeat the University's rights in any University-sponsored or supported intellectual property, and to cooperate in the documentation and demonstration of the University's rights therein, including without limitation executing assignments of rights and providing sworn testimony or other support for the University in the event of litigation without necessity of a subpoena.

9. Lincoln Memorial University requires that agreements concerning work products including or contemplating any intellectual property development must address, at a minimum, the following issues:

- (a) Ownership;
- (b) Compensation;
- (c) Copyright issues;
- (d) How the intellectual work product can be utilized by LMU students, faculty, and staff;
- (e) How revenues are to be allocated and used by LMU;
- (f) Disclosure of requirements prior to publicizing a project;
- (g) Reference to any documents needed to provide for intellectual property protection; and
- (h) Other terms agreed to by the parties.

10. With respect to theses and dissertations, a University student must, as a condition of a degree award, grant royalty-free permission to the University to reproduce

and publicly distribute, including by technologies now known or developed in the future, on a non-commercial basis, copies of the thesis or dissertation.

V. Copyright

1. Copyright is the right of an author, artist, composer or other creator of a work of authorship to control the use of his or her work by others. Generally speaking, you may not reproduce a copyrighted work (including computer software) without the copyright owner's permission. The term of copyright protection is usually defined as the life of the creator plus 70 years, but there are some complicated exceptions and it is best to assume that any work published after 1922 is still protected by copyright. In certain instances, the "fair use" doctrine may allow the use of a copyrighted work for purposes such as scholarship or criticism. Generally, though, the unauthorized reproduction of a copyrighted work is copyright infringement and may subject the infringer to civil and criminal penalties.

2. Despite court rulings holding such activity illegal, some individuals continue to engage in so-called peer-to-peer file sharing of commercially copyrighted music, movies, and software. The law allows copyright owners who have detected illegal file sharing over a campus network to subpoena the name of the individual(s) involved. The copyright owner may then sue the individual for up to \$150,000 for each act of infringement. Since 2003, the recording and movie industries have filed more than 6,000 such lawsuits, including hundreds against college students and staff members nationwide.

3. The University and its faculty, students, and employees must comply with the copyright law, including without limitation by refraining from unauthorized file sharing. In addition, such conduct violates the University's technology use policies and can cause the University to subject an employee to disciplinary action up to and including termination. Questions regarding copyright law compliance should be directed to the University librarian or the President's office.

RULES OF STUDENT CONDUCT

The following is a non-exhaustive list of rules of conduct for LMU students. Violation of any University rules or policies may result in disciplinary action up to and including expulsion.

1. The University does not accept responsibility for loss of personal property due to theft, fire or vandalism. Students are encouraged to purchase renter's insurance (a student's property may be covered under his/her parents' or guardians' homeowner's policy). All students are encouraged by the Office of Safety and Security to properly secure their property while on campus.
2. All students must obtain an LMU Student ID Card ("ID"). Students are required to have a valid form of photo identification at all times while on campus (i.e., LMU ID, driver's license).
3. Students may not possess, consume, sell, use or be in the presence of alcoholic beverages or nonprescription drugs on campus grounds, in University buildings or at University activities (see "Policy on Alcohol and Other Drugs").
4. Use of tobacco products is prohibited in all University buildings.
5. Guns, ammunition, explosives (including firecrackers, fireworks and other flammable materials) or any other potentially dangerous weapons or

- paraphernalia, concealed or visible (including bladed items over three inches long), or potentially dangerous and unauthorized recreational equipment (such as archery equipment or paintball guns) are prohibited on campus. The discharge of firearms at any time on LMU property will result in a \$500.00 fine and possible arrest. The item will be confiscated and removed from LMU property. Anyone wishing to temporarily store weapons on campus must apply for such arrangements for storage with the Chief of Security **before** these items are brought on campus property. Hunting is not permitted on the campus or surrounding parklands or farmlands owned by the University.
6. Abuse or harassment of any person or property on the campus will result in immediate action including payment of damages, fines, and possible removal from campus housing and/or suspension. Please refer to the Harassment Policy in Section II of this *Student Handbook*.
 7. Falsely reporting fires, bomb threats or other emergencies (either to LMU personnel or local 911 / police force dispatch personnel), falsely setting fire alarms and the non-emergency use of emergency equipment will result in immediate administrative action up to and including suspension or expulsion from the University and prosecution through state and federal laws. Tampering or damaging smoke detectors is subject to a \$250.00 fine and possible suspension.
 8. Students are prohibited from entering another student's room, faculty or staff offices, or any other campus facility without permission. This includes unauthorized entry into any facility outside of regular working hours.
 9. Setting off, dismantling, tampering with, or disarming "Emergency Only" residence hall exits can result in a finable offense (up to \$250.00).
 10. Theft of University property or of someone's personal property is against the law. Penalties may include campus sanctions as well as civil prosecution.
 11. Cheating, plagiarism and other similar ethical violations are serious offenses. Penalties for such violations are within the discretion of the faculty member and may range from an "F" in the course to suspension from the University. Appeals of faculty decisions may be pursued through the regular academic appeals process. Violations will be recorded in the Dean of Students' disciplinary files. See "Academic Integrity" in section II of this *Student Handbook*.
 12. Giving false testimony to an investigating staff member or member of a judicial committee, attempting to intimidate or coerce witnesses, or seeking revenge against anyone due to his/her role in a disciplinary procedure will result in appropriate disciplinary action.
 13. Giving false names or identification to any inquiring LMU staff person will result in disciplinary sanctions.
 14. Littering the campus is offensive to everyone. Anyone found littering is subject to a \$25.00 fine and will be assigned appropriate community service.
 15. A student's behavior is not only a reflection of his/her own choices, but is also a strong reflection upon the caliber of students enrolled within the University community. The University may discipline students who commit certain off-campus violations of University policies.
 16. The falsification of University documents of any kind is prohibited.
 17. Any residential student missing two consecutive weeks of classes may be administratively withdrawn from the residence hall and/or the University. Students missing class excessively will be reported to the Vice President for Enrollment Management and Student Services and subject to disciplinary actions.

18. The University respects an individual's right to express themselves uniquely and strongly, however, "foul" or "offensive" language or insinuations will not be tolerated.
19. All forms of Hazing on the part of any individual, group of individuals or organizations, are subject to civil and University disciplinary action. (See complete policy on hazing under the athletics section of this handbook.)

Conduct violations will be dealt with on a case-by-case basis and, according to the seriousness of each incident, may result in sanctions ranging from a simple warning to expulsion from the institution.

DRUG AND ALCOHOL POLICY

In compliance with Section 1213 of the Higher Education Act of 1965, as added by Section 22 of the Drug Free Schools and Communities Amendments of 1989 (Public Law 101-226), LMU offers a drug prevention program through the Office of Counseling and Lifestyle Management within the Office of Student Services. The program emphasizes the University's policy on illicit drugs and alcohol, legal and University sanctions for illicit use, and a description of health risks associated with the use of illicit drugs and alcohol, counseling and treatment available to the campus community.

Rules of Conduct Related to Alcohol and Drugs

STUDENTS MAY NOT POSSESS, CONSUME, SELL, USE, OR BE IN THE PRESENCE OF ALCOHOLIC BEVERAGES OR NON-MEDICALLY PRESCRIBED DRUGS ON CAMPUS GROUNDS, IN UNIVERSITY BUILDINGS, OR AT UNIVERSITY ACTIVITIES.

Public drunkenness is not permitted on campus. Drunken persons who are violent, uncontrollable, or aggressive are subject to arrest.

Students apprehended and/or arrested for drug or alcohol consumption, possession, or intoxication will be reported to the Tennessee Bureau of Investigation (TBI) in LMU's monthly crime statistics report.

No University recognized organization shall organize or sponsor any event on or off campus where alcohol or illicit drugs are served, used, or sold.

Although some students may be of legal drinking age (age 21 in Tennessee), alcohol use or possession is not permitted in residence halls or on campus property. In addition, alcohol and drug paraphernalia is not permitted in the residence halls.

Athletes and students receiving financial aid are required to sign statements concerning their non-use of alcohol and illicit substances to be eligible for these programs. Students are urged to carefully read and consider the statement they are signing, as violation of these policies may result in forfeiture of financial aid and/or athletic privileges, as well as dismissal from the institution. University sanctions are harsher than those dictated for

athletic or financial aid participation, and the University sanctions supersede those for athletics and financial aid in those cases.

Disciplinary Action Related to Alcohol and Drug Violations

Disciplinary sanctions will result from standards of conduct violations regarding the unlawful possession, use, or distribution of illicit drugs and alcohol on LMU property or as a part of any LMU activities. Student consumption, possession, sale, distribution, or being in the presence of alcohol and other drugs on the LMU campus is prohibited. Sanctions include, but are not limited to:

1. Possession, consumption OR being in the presence of alcohol: first offense disciplinary procedures: required attendance at 8 hour lecture series provided by the Office of Student Services; letter sent to parents or guardians (unless the student can prove independent student status); 10 hours of community service; and / or \$50 fine. The second offense-disciplinary procedures: required attendance at a refresher course on "low risk choices" provided by the Office of Student Services; letter sent to parents or guardians (unless the student can prove independent student status); 20 hours of community service; and / or \$100 fine.
2. Sale and/or distribution to a minor: Removal from the residence hall with no refund of housing fees and revocation of visitation privileges in any campus residence hall.
3. Public drunkenness: Those who are violent, uncontrollable, or aggressive are subject to arrest. Other offenses subject to second offense consequences "possession or consumption" above.
4. Alcohol served, used, or sold at campus activities on campus will result in the probation and/or suspension of the sponsoring organization. (See Student Organization Handbook)
5. Possession, consumption, sale, or use of illicit drugs is against local, state, and Federal law. Suspension and expulsion from the university and arrest will be consequences of these serious infractions.

Educational Programming

LMU conducts regular programs to educate its students, faculty, and staff that consumption and/or abuse of alcohol and other drugs may alter behavior, distort perception, impair thinking, impede judgment, and lead to physical or psychological dependence.

The scope and impact of health risks from alcohol and drug abuse are both alarming and well- documented, ranging from mood-altering to life-threatening, with consequences that extend beyond the individual to family, organizations and society at large. There are physical, emotional, spiritual, social and occupational risks involved with the use of alcohol and drugs. Some of the physical health risks of drug use include, but are not limited to heart problems, infections, malnutrition, convulsions, respiratory paralysis, emphysema, high blood pressure, and possible death. Drug use can also lead to legal problems, financial hardships, and social and occupational difficulties. Some of the physical risks of using alcohol are chronic addiction, blood disorders, brain damage,

cirrhosis, hepatitis, heart problems, lung infection and stomach ulcers. Mentally, there may be increased stress, depression, contemplation of suicide, impaired thought process, memory loss, and increased incidents of psychosis.

Counseling, Treatment and Rehabilitation

LMU provides a comprehensive alcohol and drug prevention program for students in need of assistance. Faculty, staff, students, and concerned family members may refer students for an initial assessment to the counseling office located in Room 319 of the Student Center. An extensive resource catalog is housed in the counseling office with listings of service providers located in Kentucky, Tennessee, and Virginia. Students receiving counseling on campus as a result of alcohol, drug, or personal concerns can do so with the assurance that strict counseling confidentiality will be observed. Through the Director of Counseling Services, students may receive assessment, intervention, and referral services free of charge. While some on-campus counseling may be required, this is generally of a brief duration depending upon each student's circumstances. If dismissal from the university is made, assessment and rehabilitation at the student's expense may be required for reentry to the institution.

Wellness Resources are available from the Office of Student Service, the Tagge Center for Academic Excellence, the Library Computer Lab and in the Athletic Department. Additional literature and videotapes are available at the circulation desk in the library for research and personal use.

SEXUAL AND OTHER DISCRIMINATORY HARASSMENT

LMU is committed to maintaining study and work environments that are free from discriminatory harassment based on sex, race, color, national origin, religion, pregnancy, age, military status, disability or any other protected discriminatory factor. Sexual or other discriminatory harassment of its students is strictly prohibited, whether by non-employees (such as contractors or vendors), other students, or by its employees, and LMU will take immediate and appropriate action to prevent and to correct behavior that violates this policy. Likewise, students are strictly prohibited from engaging in harassing behavior directed at LMU's employees, its visitors, vendors and contractors. All students must comply with this policy and take appropriate measures to create an atmosphere free of harassment and discrimination. Appropriate disciplinary action, up to and including, as appropriate, suspension, expulsion, termination from employment or being banned from LMU properties, will be taken against individuals who violate this policy.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests or sexual favors or other verbal or physical contact of a sexual nature.

This conduct constitutes unlawful sexual harassment when:

1. Submission to this conduct is explicitly or implicitly made a term or condition of an individual's employment or academic success;

2. Submission to or rejection of this conduct is used as the basis for an employment or academic decision; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment refers to behavior that is not welcome, is personally offensive, is debilitating to morale and interferes with academic or work effectiveness. It frequently (though not necessarily) occurs as an abuse of authority where the parties are in an unequal power relationship. Sexual harassment may take different forms. One specific form is the demand for sexual favors. Other forms of harassment can include:

Verbal: Sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, implied or explicit threats, and offensive or obscene language.

Non-Verbal: Sexually suggestive objects, graffiti, cartoons, posters, calendars, writings, pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, stalking, staring and making obscene gestures.

Physical: Unwanted or unwelcome physical contact, including touching, pinching, grabbing, holding, hugging, kissing, brushing the body, assault and rape.

While sexual harassment usually involves members of the opposite sex, it also includes "same sex harassment," (*i.e.*, males harassing males and females harassing females because of the recipient's sex).

Sexual harassment may be subtle or overt. Some behavior that is appropriate in a social setting is not appropriate in the workplace or in an academic environment. Regardless of the form it takes, verbal, non-verbal or physical, sexual harassment is inherently destructive, insulting and demeaning to the recipient and will not be tolerated at LMU.

Other Discriminatory Harassment

Other discriminatory harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of race, color, religion, national origin, pregnancy, age, military status, disability, or other protected discriminatory factor, when such conduct (1) has the purpose or effect of creating an intimidating, hostile or offensive work or academic environment; (2) has the purpose or effect of unreasonably interfering with an individual's work or academic performance; or (3) otherwise adversely affects an individual's employment or academic opportunities.

Examples of discriminatory harassing conduct include, but are not limited to, using epithets, slurs, negative stereotyping, threatening, intimidating or hostile acts or words, or showing, exhibiting or creating written or graphic material that denigrates or shows aversion or hostility toward an individual or group because of race, color, religion, national origin, pregnancy, age, military status, or disability.

All students must avoid any action or conduct that might be viewed as discriminatory harassment (whether sexual or other). Approval of, participation in or acquiescence in conduct constituting such harassment is a violation of this policy. Note: Individuals may be disciplined for behavior which is not so severe as to independently constitute unlawful harassment, but which is nonetheless offensive.

Complaint and Reporting Procedure

Students have the responsibility to bring any form of harassment they experience or observe to the immediate attention of LMU. They need not complain first to the offending person. All complaints or reports should be directed either to the Director of Human Resources or the Dean of Students. A prompt, thorough, and fair investigation will be conducted based on the individual's statement of what has occurred. In an effort to protect the individual who reports or complains of harassment, to encourage prompt reporting, and to protect the accused interests during the pendency of an investigation, access to information related to the investigation will be maintained on a strict "need to know" basis and all individuals involved in an investigation will be instructed not to discuss the matters in question outside of the investigation. LMU will retain confidential documentation of all allegations and investigations and will take appropriate corrective action to remedy all violations of this policy.

Investigations will normally include conferring with the parties involved and any named or apparent witnesses. Signed statements from the parties and witnesses will usually be requested, though complainants are not required to make a written complaint. All complainants and witnesses will be protected from coercion, intimidation, retaliation, interference or discrimination for raising a bona fide complaint or properly assisting in an investigation. If the investigation reveals that the complaint is valid, prompt and appropriate corrective action designed to stop the harassment immediately and to prevent its recurrence will be taken.

Retaliation against any complaining individual, any witness, or anyone involved in a complaint is strictly prohibited. LMU will follow up any complaint or investigation as appropriate to insure that no retaliation occurs. Students should *immediately* report any perceived retaliation to the Director of Human Resources or the Dean of Students. The University will not tolerate retaliation and will take prompt and immediate steps to eliminate it.

Whether a particular act or incident produces a discriminatory employment or academic effect or amounts to harassment, or whether it otherwise violates this policy, requires a factual determination based on all the facts and circumstances. Given the nature of this type of discrimination, the University recognizes that false accusations of sexual or other discriminatory harassment can have serious effects on innocent individuals. Therefore, if after investigating any complaint or report, it determines the complaint or report is not bona fide and was made in bad faith or for an improper purpose, or that an individual has provided false information regarding a complaint or investigation, disciplinary action may be taken against the individual who filed the complaint or who gave false information.

LMU trusts and expects that all students will continue to act responsibly to establish and maintain a pleasant and respectful community environment, free of discrimination or

harassment, for all. LMU has a zero tolerance policy for sexual or other discriminatory harassment. Thus, students are subject to discipline for any inappropriate behavior.

Questions or concerns about this policy or the complaint and reporting procedure should be directed to the Dean of Students.

Sex Offense Prevention Programs and Procedures

Education and Information

Sex offense prevention education is part of all new student and residence hall orientations, and the Office of Student Services conducts a mandatory sexual assault prevention seminar at the beginning of each academic year. Sex offense-related topics are also covered during Residence Life Staff Training. Prevention literature and contact information for local agencies is available in the Student Services lobby and at the Tagge Center for Academic Excellence, and students are encouraged to contact Student Services counselors (Student Center, 308) with any additional concerns or requests for information.

Students may access the TBI's Tennessee Internet Crime Information Center's Sexual Offender Registry (for Claiborne County) at: http://www.ticic.state.tn.us/SEX_ofndr/sor_short_county.asp. For Bell County, KY: <http://kspsor.state.ky.us/>. For Lee County, VA: <http://sex-offender.vsp.state.va.us/>.

Reporting Offenses

Students who experience, witness or are otherwise informed that a sexual offense has occurred should, at the student's option, contact local law enforcement, a campus security officer, or university official as soon as possible. Prompt reporting is important in order to preserve available evidence, to obtain necessary treatment and support for the victim, and to prevent further harm to others.

Procedures

LMU will cooperate with lawful investigatory processes related to criminal investigations. In addition, allegations of sexual offenses brought against a student will be handled pursuant to the University's Sexual Harassment policy and procedures. The University may impose disciplinary action against a student even in the absence of a criminal report, arrest or conviction. Sanctions may include, but are not limited to, disciplinary probation, suspension or expulsion. The Office of Student Services may, upon request or out of concern for safety, make adjustments to a student's academic or living situation.

SMOKE FREE CAMPUS POLICY

All LMU buildings are smoke - free. Smoking is prohibited in all campus buildings for health and safety reasons. Residence hall rooms contain sensitive smoke detectors, and consequently, smoking will trigger smoke detector alarms. Fines of up \$250.00 may be

imposed on any persons tampering with detectors. Smoking is allowed only outside of facilities.

TRAFFIC REGULATIONS

The Office of Student Services in concert with the LMU Office of Security is responsible for enforcing campus traffic regulations, conducting public safety activities and hearing appeals of traffic-related fines. Appeals of decisions are heard at the discretion of the Dean of Students. All students, faculty, staff and visitors are subject to campus traffic regulations.

Vehicle Registration

All student, faculty, and staff vehicles must be registered with the Office of Student Services during registration. Vehicle registration covers one academic year, ending on the last day of summer session. A registration fee of \$30.00 is assessed per student. Temporary passes may be obtained from the Dean of Students (Student Center, 308). Parking stickers are issued upon registration and indicate status as student or faculty / staff. Stickers are transferable to other vehicles as approved by the Office of Student Services.

Parking Regulations

Campus parking regulations are strictly enforced. Campus security and maintenance vehicles are authorized for parking in any area deemed necessary to conduct work-related responsibilities.

1. Registration stickers must be attached to the lower left corner of the vehicle's rear window when facing the vehicle from the outside;
2. All authorized parking areas are indicated by white or yellow parking lines or signs;
3. The absence of parking lines is indicative of no parking zones unless otherwise posted;
4. Specific parking spaces have been designated faculty/staff/visitor parking;
5. Campus residents must park in designated residence hall lots. Residential students may not park in academic areas until 3:50 PM, Monday through Friday;
6. Grant-Lee residents may park in the Grant-Lee lot, at the rear of the Student Center or in the lot between G/L and Mary E. Mars Gymnasium during the day. Otherwise, regulations for campus residents apply;
8. No student is allow to park in Faculty Parking Lots at any time;
7. Overflow parking is located at Tex Turner Arena.

Area Specific Parking. Campus parking policies can vary from building to building. No parking areas for students include:

- The parking lot adjacent to Duke Hall and the Chapel;
- The visitor lot beside Duke (except the unmarked parking spaces for 10 minutes);
- The parking lots adjacent to and in front of the J. Frank White Academy (these are reserved for Academy students and staff only);
- The parking areas behind and along the road to Avery Hall;
- Any numbered spaces or those marked "reserved" including those immediately behind Farr-Chinnock Hall;

- Vehicles may not stop to unload, pickup or otherwise create a traffic hazard on the University Parkway from the main entrance to Tex Turner Arena;
 - Along roadsides or in the road unless the spaces are clearly marked (this includes the road in front of Lafrentz-Poole Hall and on the road in front of Liles and West halls;
 - On any grassy or dirt areas or sidewalks;
 - In driveways, near dumpsters or in loading zones;
- In front of the Student Center between the hours of 7 AM and 4 PM or overnight;
- Handicap spaces unless official handicap tagging is visible. These parking spaces are reserved exclusively for those students, staff, faculty and visitors who have handicapped parking authorization as indicated by state tags or by hang tags. Compliance is strictly enforced. Individuals failing to display parking authorization may be subjected up to a \$500 fine.

Commuter Parking Lots

These lots include the following lots/areas:

Adjacent to Lafrentz-Poole Hall lot (overflow only);
 Behind the Student Center;
 Behind Farr-Chinnock Hall;
 Across from Kresge;
 Tex Turner Arena parking lot; and
 All areas of Mary Mars Gymnasium
 Business/Education Building parking lot

Speed/Movement Limitations

Campus speed limits are strictly enforced by time/distance calculation, radar and VASCAR. In circumstances where students and staff are unable to be ticketed immediately after security personnel deem it necessary, the ticketing officer will record the vehicle description and license plate number in order to complete issuance of the ticket at the next available opportunity. There are only two speed limits on campus: 35 MPH, 25MPH, or 10MPH. The speed limit in all academic building areas on roads surrounding the Quad area is 10MPH Campus speed limit is 25 MPH in most other areas unless otherwise posted. Drivers must obey all traffic signs, directional signs and directions/instructions from security. Remember to buckle up.

Traffic Stops/Ticketing

Drivers must pull to the side of the road or to the nearest safe campus area as soon as possible when signaled to do so by campus security or any other authorized faculty or staff member. Drivers are usually signaled to do so by flashing lights of the security vehicle or equipment or by a verbal command of authorized personnel. These same expectations apply, of course, when any federal, state, and county police officers are involved.

The driver to whom a sticker or hang tag is issued is responsible for violations by that vehicle;

Examples of circumstances that warrant a citation include, but are not limited to, persons driving with passengers in the open bed of pickup trucks, driving or parking on the grass, failure to stop at stop signs, reckless operation of the vehicle, and speeding.

Students are required to be in possession of official LMU student ID's at all times, including while operating a vehicle or riding as a passenger. Students must present, and if necessary, relinquish their LMU I.D. when asked to do so by a security officer or other authorized LMU personnel.

The LMU security staff prides itself on the ability to recognize, assess and react appropriately under any circumstances. The University expects the same accountability from students, faculty, staff and visitors. Ticketed individuals must maintain composure during issuance of the citation and take up any appeals with the Dean of Students. Any form of verbal abuse directed toward any authorized ticketing personnel will not be tolerated.

Driving while intoxicated, in possession of alcoholic beverages, or open alcohol containers in vehicles is prohibited and will result in appropriate disciplinary action.

Traffic Citation Appeals

Traffic-related appeals are conducted at the discretion of, and presided over by; the Dean of Students or other authorized Student Services staff personnel.

Process: A student wishing to contest a traffic citation must submit a verbal or written appeal to the Dean of Students within 72 hours. The Dean of Students will investigate the appeal and communicate a timely decision to the student. The Dean's decision is final.

Fines

Fines for traffic violations must be paid at the Office of Student Services within 72 hours (three working days) of ticketing, unless an appeal is filed. If not paid in the Office of Student Services, fines will be placed on the student's account in addition to an administrative charge of \$2.50. Fines are as follows:

Unregistered/ Unidentified vehicle:	\$10.00
Illegal parking:	\$15.00
Speeding:	\$25.00
Reckless Driving:	\$25.00
Discarding/Tearing up of ticket:	\$25.00
Parking on grass or dirt area:	\$25.00
Unauthorized Handicap:	\$50.00
Parking in Fire Lane	\$50.00

Community service, in lieu of monetary fine, may be assigned when appropriate.

STUDENT RIGHTS AND RESPONSIBILITIES

LMU students will be given the greatest possible degree of self-determination commensurate with their conduct. Students are expected at all times to maintain high standards of private and public conduct on campus and at University-sponsored events. Lying, cheating, stealing or compromising one's honor under any circumstances will not be tolerated. The following list constitutes some of the privileges and responsibilities of LMU students. Violation of these and other generally accepted rules of behavior, whether or not covered by specific regulations, may subject a student to disciplinary action. **Claims of ignorance of acceptable behavior or of enumerated rules and regulations will not be accepted as an excuse for violation.**

- Enjoy and promote the freedom of an open and unprejudiced, full campus life experience without regard to race, national origin, creed, culture, gender, age, sexual orientation, disability or religion.
- Attend classes and receive proper instruction in courses while completing assignments to the best of one's abilities and resources.
- Use facilities, buildings and grounds as designated for student use while being cognizant of and abiding by the policies of LMU and the laws of Claiborne County, Tennessee, the State of Tennessee and the United States of America.
- Have access to one's financial, academic and/or disciplinary files while being cognizant of one's financial, academic and disciplinary status with the university.
- Receive academic advising before registering for each semester by scheduling an appointment with one's academic advisor and by being aware of the qualifications for student graduation for the program in which one is enrolled.
- Have use of the Tagge Center for Academic Excellence by scheduling and keeping appointments with peer tutors.
- Register early for the next academic term by meeting one's financial obligations to the university by paying tuition, fees and assessed fines in a timely manner.
- Receive a notice regarding the on – line catalog at the beginning of one's enrollment to better one's understanding of the university and of academic programs.
- Participate in the structured evaluation of instructors each year by honestly completing evaluations during the designated times.
- Interact with faculty and administrators by seeking their advice when needed and responding to them when called upon to do so.
- Expect the campus and its facilities to be maintained to promote cleanliness and safety while using the campus in such a way to promote cleanliness and safety.
- Receive a notice regarding the on – line Student Handbook each academic year to better one's understanding of the rules and regulations of LMU.
- Drive and park on campus pursuant to traffic regulations after registering one's vehicle.
- Receive proper notice and due process in judicial situations as designated in the judicial procedures by promptly checking one's e - mail and answering all summonses.
- Expect an environment free from any form of harassment and to follow the appropriate channels to report any harassment.
- Be represented in Student Government Association by voicing opinions and ideas to SGA members and voting in campus wide elections.

- Join and participate in any or all student organizations for which one qualifies for membership by joining and participating in those student organizations which correspond with one's interests and abilities.
- Participate in intramural and other student activities and cultural events according to the policies regarding each event by watching and listening for information concerning programmed activities and attending those that correspond with one's interests and abilities.
- Benefit from all services provided by LMU to students at no charge or at a reasonable user fee by becoming aware of and making use of services available to students as desired or needed.
- Reside in a campus residence hall, if abiding by the policies of the hall and campus, upon availability by living on-campus if unmarried, under 21 years of age and not residing with a parent or legal guardian within a 65 mile radius of LMU.
- Receive nutritional meals, in a healthy dining environment, in accordance with one's chosen meal plan.
- Maintain and expect from all others a mature and professional bearing of citizenship in all social and academic environments on or off campus.
- Maintain and expect from all peers a constant high aiming standard of personal, academic and social integrity.

JUDICIAL PROCEDURES

LMU's rules and regulations are enforceable by various University administrative units, i.e., LMU Finance Office, Office of Security, Director of Housing, Dean of Students, Resident Directors and Resident Assistants. Any student who presents a clear and present danger to self or other members of the University community or who impedes the academic process will be subject to appropriate administrative action up to and including suspension on an interim basis pending a hearing by the appropriate judicial system that may result in permanent suspension.

LMU maintains three (3) separate judicial systems governing the following types of violations:

- I. Residence Hall Policy Violations
- II. Traffic Violations
- III. Campus Policy Violations
- IV. Academic Violations

I. Residence Hall Policy Violations

All disciplinary matters involving residence halls shall be handled pursuant to the following procedures:

- A. Upon occurrence of a residence hall policy violation or disciplinary issue, a Resident Assistant ("RA") may, based on his/her personal judgment and the severity of the situation, take one of the following actions:
 1. Assess a written reprimand to the offending student; or
 2. Refer the matter for judicial processing by submitting an Incident Report to the Resident Director ("RD").

The RA must make a written record of the disciplinary action taken in his/her log book.

- B. Upon receipt of the Incident Report from the RA, the RD may, based on his/her personal judgment and the severity of the situation, take one of the following actions:
1. Assess a written reprimand to the offending student; or
 2. Refer the Incident Report to the Dean of Students in the Office of Student Services (“Dean of Students”).
- C. Upon receipt of the Incident Report from the RD, the Dean of Students may take one of the following actions:
1. Refer the Incident Report to an appropriate administrator pursuant to the judicial procedures set forth in section III A, B and C below; or
 2. Assess any of the following penalties:
 - a. Verbal Reprimand
 - b. Written Warning
 - c. Suspension of Visitation Privileges
 - d. Written Research Assignment
 - e. Disciplinary (Social) Probation
 - f. Community Service Assignment
 - g. Monetary Fine
 - h. Recommendation of Suspension (to the Vice President for Enrollment Management and Student Services)
 - i. Recommendation of Expulsion (to the Vice President for Enrollment Management and Student Services)
 - j. Other penalty or assignment deemed appropriate by the Dean of Students.
 3. If LMU feels the student poses a threat to self or others, suspension may be immediate pending the outcome of any appeal.
- D. The student has the right to appeal any penalty assessed by the Dean of Students pursuant to the appeals procedures set forth below in section III B and C.

II. Traffic Violations

The Dean of Students, in the Office of Student Services, will be responsible for enforcing traffic citations and hearing appeals of those citations.

III. Campus Policy Violations

- A. All policy violations should be reported in writing to the Dean of Students in the Office of Student Services, within five (5) business days of the occurrence.

The Dean of Students will determine the appropriate LMU administrative official to handle the matter.

The student has the right to hear the charges alleged against him/her.

The administrative official handling the matter will conduct an investigation of the matter and issue a written determination to the student within ten (10) working days of receiving the complaint.

The penalties that may be assessed by the administrative official handling the matter are those listed in section I above governing Residence Hall Policy Violations.

- B. If the student feels the matter is not resolved, the student has the right, within five (5) business days of the decision, to request in writing a hearing before the Student Appeals Committee.

The Student Appeals Committee will hear the student's appeal within fifteen (15) business days of receipt of the student's request for a hearing.

1. The Student will be provided notice of the hearing by written summons sent to the last known address of the student, at least ten (10) business days prior to the scheduled hearing date.
2. The Student has the right to call witnesses at the hearing, on his/her behalf. The Student Appeals Committee has the right to limit the number of witnesses allowed to speak at the hearing.

The Student Appeals Committee will notify the student of its decision in writing within five (5) business days of the hearing.

- C. If the student feels the matter is not resolved, the student has the right to file a written appeal to the President of LMU, within five (5) business days of the Student Appeals Committee's decision.

The President will render a written decision on the matter within ten business (10) days of receiving the student's appeal. The decision of the President is final (sections I, II, and III amended 3/29/06).

Disciplinary records will be kept confidential as required by law. Some situations such as repeat offenders, civil prosecution or state/federal regulations require a certain amount of disclosure.

III. Academic Violations

Refer to the Academic Catalog

Student Appeals Committee

Function: The purpose of the student appeals committee is to conduct formal appeal hearings as requested by students facing disciplinary action administered through the Office of Enrollment Management and Student Services, and make written

recommendations directly to the President of the University regarding any adjustment to the disciplinary action deemed appropriate by two-thirds vote of the membership.

Membership: Two (2) staff personnel (not of the Office of Enrollment Management and Student Services) appointed by the President of the University, an officer of the Student Government Association, four (4) students (with no adverse disciplinary record) appointed by the President of SGA, two (2) faculty members elected by the University Faculty, and Vice President for Enrollment Management and Student Services. The Vice President for Enrollment Management and Student Services appoints the chair of this committee.

Role of the Office of Student Services in Judicial Matters

It is the responsibility of LMU's Office of Student Services to supervise the disciplinary affairs of the University. In that role, the Office of Student Services has the following responsibilities:

1. Maintain disciplinary records of students.
2. Train and supervise students and staff regarding disciplinary procedures.
3. Enforce traffic fines and hear traffic fine appeals.
4. Refer disciplinary cases to the proper hearing body.
5. Supervise notice and due process procedure.
6. Advise the Student Appeals Committee.
7. Communicate disciplinary decisions to the student.
8. Submit copies of all incident reports to the Dean of Students for numerical inclusion, where appropriate, in the monthly report to the Tennessee Bureau of Investigation.

SECTION III: FINANCIAL SERVICES

TUITION

Undergraduate tuition (Beginning Fall 2008) for 12-17 semester hours is \$7,560.00 per semester. An undergraduate student enrolled in fewer than 12 hours will be charged \$630.00 per credit hour. A student enrolled in more than 17 hours will be charged \$7,560.00 plus \$630.00 per credit hour exceeding 17 hours. A student will not be issued grades for the semester unless his/her account has been paid in full. A complete list of tuition and fees is available in the on-line University Catalog.

Payment Plans

LMU offers two options allowing undergraduate students to divide the cost of their education into more manageable monthly payments, free of any periodic interest charge. Insurance coverage guaranteeing the required payments is included for both plans at no additional charge.

Plan 1: (The Semester Plan) provides for either three, four, or five monthly payments over the course of the semester for that semester's costs. A fee of \$45.00 is required to enroll.

Plan 2: (The Annual Plan) provides for either eight, nine, or ten monthly payments over the course of the academic year to cover the fall and spring charges. A fee of \$65.00 is required to enroll.

For further information on either of these plans call 1-888-572-8985.

FINANCIAL AID PROGRAMS

The University offers a variety of grant, loan, and work programs to its students. The grant programs include the Federal Pell Grant, Federal Supplemental Educational Opportunity Grant, National SMART Grant, Academic Competitiveness Grant, Tennessee Student Assistance Award, and various institutional scholarships. Educational loans are available to students through the Federal Perkins, Stafford, and PLUS loan programs. Also employment opportunities for students are offered through the Federal Work-Study program. Information on all of these programs may be obtained from the Financial Aid Office. The student is responsible for maintaining his/her correct address with the Financial Aid Office.

Financial Aid Awards

A student's eligibility for need-based financial aid is determined from the information provided on the Free Application for Federal Student Aid (FAFSA). It is the student's responsibility to complete and submit all necessary application materials by the priority deadline of April 1. Students are required to reapply for financial aid each academic year. Renewal of financial aid awards is based on the individual student's demonstrated financial need, availability of funds and maintenance of satisfactory academic progress.

April 1 is the priority deadline to apply for financial aid. Feel free to contact the Financial Aid Office should you have any questions about the aid application process of the types of financial aid available at Lincoln Memorial University.

Satisfactory Academic Progress

A student is considered to have made satisfactory academic progress provided he/she passes at least 75 percent of the credit hours attempted per year. Also, the student must maintain a cumulative minimum grade point average as outlined below.

<u>Hours Attempted</u>	<u>Cumulative GPA</u>
1 – 15	1.00
16 - 32	1.25
33 – 49	1.50
50 – 64	1.63
65 – 80	1.75
81 – 96	1.88
97 - 107	1.95
108 - graduation	2.00

No student will be eligible to receive financial aid for more than 12 semesters for a baccalaureate degree program and 6 semesters for an associate degree program.

Academic progress for transfer students will be evaluated in accordance with the student's grade level classification and academic performance at LMU.

Partial Aid

If a student receives financial aid for any part of a semester, that semester is counted as a complete semester of aid. Incompletes or repetitions will not be counted as meeting the minimum course requirements.

Annual Review

Satisfactory academic progress will be reviewed at the end of the spring semester.

Financial Aid Probation

A student whose academic performance drops below the minimum standards will be placed on financial aid probation. A student can retain financial aid while on academic probation for one semester but must be in good standing the next semester to retain financial aid. During the semester a student is placed on financial aid probation, he/she must complete twelve credit hours to avoid suspension of financial aid eligibility.

Notification of Withdrawal of Financial Aid

Any student receiving financial aid who does not meet the satisfactory progress requirements and whose aid must be withdrawn will be given written notification.

Right of Appeal

Any student whose financial aid has been terminated for unsatisfactory academic progress may submit a written appeal to the Financial Aid Committee explaining why satisfactory progress has not been maintained and why financial aid should not be terminated.

All appeals must be submitted within two weeks from the date the student received notification that his/her financial aid has been terminated. The Committee's decision is final.

REFUND POLICY

Refund of Institutional Tuition, Room and Board Charges

LMU operates with an annual budget developed through advance planning built around the institutional mission and goals, including financial obligations to faculty and others who provide necessary services essential for operation. In the event a student drops one or more classes, withdraws, or is administratively dismissed from the University for disciplinary or financial reasons after registration is completed and prior to the end of a semester of enrollment, the student's eligibility for a refund of tuition and/or room and board will be pro-rated as indicated by refund policy. A student must complete a Change of Schedule form, obtained from the Office of the Registrar for dropping one or more

classes. Any situation in which all classes are dropped is considered to be a withdrawal from the University. Any notification of withdrawal and request of refund must be made in writing. Should the student fail to officially withdraw, all semester charges will become immediately due and payable.

The official withdrawal process begins in the Office of Student Services. A withdrawal form must be completed and all the necessary signatures obtained. Oral requests do not constitute *official notification*. The official date of withdrawal used to compute the refund is determined by the Office of Finance. Applicable institutional charges for fall and spring semesters will be refunded according to the following schedule:

Refund Schedule

Through the first official day of classes	100%
After the first official day of classes & during the first week of the semester	90%
During the second week of the semester	75%
During the third week of the semester	50%
During the fourth week of the semester	25%
After the fourth week of the semester	0%

No refund of institutional charges will be made after the fourth week of the semester. Specific dates affecting the schedule of refunds appear in the *Class Schedule* and/or the Office of Student Affairs, the Registrar's Office and the Office of Finance.

Refund schedules pertaining to summer and mini terms are adjusted to the varying length of the terms. They appear in the *Class Schedule* published for the given term.

Room and board fees will not be refunded to any student who withdraws from campus residency, but remains enrolled at LMU during the semester or term.

Refund of Financial Aid

The Return of Title IV Funds (federal). The Higher Education Amendments of 1998 regulate how colleges and universities handle Title IV funds when a recipient withdraws from school. This policy is separate from the university's refund of institutional charges. The return of Title IV funds includes Pell Grants, Federal Supplemental Educational Opportunity Grants, PLUS loans, Perkins Loans and Stafford Loans. The policy states that up through the 60% point in each semester a pro-rata schedule will be used to determine how much Title IV aid the student has earned. For example, if the student has attended 31% of the enrollment period, the student has earned 31 % of his/her Title IV aid, and 69% of the aid must be returned to the federal government. After the 60% point in the semester, the student has earned 100% of the aid for which the student was eligible. Additional information on the return of Title IV funds may be obtained from the Financial Aid Office.

Refund of Housing Reservation and Damage Deposit

The housing reservation and damage deposit is refundable at the end of the student's tenure in campus housing provided no damage or loss has occurred in the student's room as indicated by a check-out sheet and keys have been returned. If a student has an

outstanding account balance with the University, any refundable deposit must first be applied against the student's outstanding account. If the student's outstanding account balance exceeds the refundable deposit, the student will not be entitled to a refund of the deposit. Cancellation of housing by a resident during the semester forfeits the resident's deposit. A written request for refund must be made to the Housing Director.

Refund of Credit Balance

In the event a combination of grants, scholarships and/or payments create a credit balance to the student's account, the Finance Office will refund the credit balance to the student by means of a check. All institutional scholarships must be applied toward tuition, fees and on-campus room and board expenses. All federal, state and institutional grants are credited to the student's account first, and any scholarships are applied to the balance of the student's aid eligibility for the semester. No refunds are made of institutional scholarship funds.

STUDENT ACCOUNTS

The Finance Office keeps a record of each student's financial status with the institution. Assessments for tuition, bookstore charges, fines, fees, room rent and board are made to the student account. Payments are credited to the student account. A refund may be requested for a credit balance.

If a student's account balance is not paid at the end of a semester, access to the Web Advisor will be denied until the account is paid.

Outstanding Balance / Collection

If a student account is referred to a third party collection agency or collection by suit, the student will be charged reasonable collection costs and / or court costs.

Interest charges will accrue at the end of each month on all outstanding balances. Graduating students must pay any outstanding account balance three weeks prior to graduation if paying by personal check. If paying by cashier's check, cash, money order or VISA/MASTERCARD/ DISCOVER/AMERICAN EXPRESS, payment can be made up to the date of graduation rehearsal. Accounts must be paid in full before a student may participate in the graduation ceremony or receive a diploma.

RESOURCES

Automated Teller Machine (ATM)

ATM services are provided by Commercial Bank. The ATM is located in the Student Center. The ATM accepts VISA, MASTERCARD, DISCOVER, CIRRUS, PLUS, PULSE, QUEST and AMERICAN EXPRESS cards.

Check Cashing

The Finance Office will cash checks up to \$50.00, provided funds are available. Checks should be made payable to cash or in the student's name. No limit is placed on the amount of a money order to be cashed, as long as funds are available. Checks written to LMU will be posted on the student's account if a balance exists.

Any student who cashes or pays with a check that is returned for insufficient funds, etc., will be assessed a \$30.00 fee. The student will be contacted and must pay the amount of the returned check, as well as the fee, with cash, a cashier's check or a money order. The University reserves the right to refuse to cash further checks for a student whose previous check has been returned. When a check for registration fees is returned for insufficient funds, that student will be subject to administrative withdrawal from the institution.

A student endorsing, cashing or picking up a check may be asked to present identification. A student must write his/her ID number on the check presented in the Finance Office.

SECTION IV: STUDENT LIFE

STUDENT MEDIA / PUBLICATIONS

Freedom of Expression

LMU funds all student media on campus. LMU does not practice advance censorship; however, it strives to establish and maintain professional standards appropriate for all student media. Advisors to campus media assist in the implementation of these standards, but do not assume the role of editor or station manager. Student editors and managers are expected to uphold journalistic standards of fairness and balance, and remain within the bounds of good taste and fair play. They are to consult their advisors on a regular basis.

Freedom of expression carries with it a responsibility to the LMU community and to the public. Student editors and managers must recognize that freedom of the press does not include a license to disseminate material that is indecent, grossly obscene or offensive on matters of race, ethnicity, religion, gender or sexual orientation.

Student Publications Board

The Student Publications Board ("Board") is sponsored and chaired by the Student Government Association. The Board has final jurisdiction over student media content. Student editors and their advisors should first attempt to resolve media content problems themselves. The Board will decide all student media matters brought before them by editors or advisors.

The Board consists of students, staff and faculty from each student media including the yearbook, student newspaper, literary magazine, and student art. The committee consists of the University sponsor and an elected student from each media group, an SGA representative, the Director of Student Activities, the Director of Publications and the Director of Public Relations.

Student Publications

Student publications are funded directly by the University. Policies concerning freedom of expression and the SGA Student Publications Board are outlined in this handbook. Listed below are the authorized student publications.

Literary Magazine

The Department of English sponsors the publication of an annual literary magazine which includes writings of students and faculty. Paintings, photographs, and drawings are also presented in the magazine. Those students desiring more information should contact Silas House, ext. 7074.

Yearbook

The University yearbook, the Railsplitter, is published annually. It is designed during one academic year and released to students the following fall semester. As the cost of the Railsplitter is included in LMU's tuition, no additional charge is assessed unless a student did not pay tuition for both fall and spring semesters. The yearbook advisor for 2009 – 10 is the Director of Student Activities Brian DeJonghe (Student Center, Room 318, ext. 6294).

University Publications

Event Calendars

Semester calendars highlighting campus activities are published by the Office of Student Services. These calendars include both approved on-campus activities by LMU organizations and those activities sponsored by the Office of Student Services. Calendars are made available in resident hall, the Tagge Center for Academic Excellence, on bulletin boards placed around the campus, and on the LMU Web page.

Campus Linc

Campus Linc is a weekly on – line campus newsletter for faculty, staff, and students. It is sent out weekly through the LMU campus email system from the Director of Marketing & Public Relations.

Resident Assistant and Resident Director Handbook

The Director of Residential Life provides these handbooks to all student life personnel. This handbook provides necessary information on the day-to-day operations of each LMU residence hall.

Residential Handbook

The Director of Residential Life provides a Residential Handbook containing information for students living in LMU housing, as well as setting forth the rules and regulations of

the residence halls. The Residential Handbook is accessible on - line at www.lmunet.edu/students/res handbook.htm.

Student Athletic Handbook

The Athletic Director provides the Student Athletic Handbook to all LMU students participating in athletics at the University. The handbook contains information concerning the duties of the athletic staff, eligibility and academic standards, and rules and regulations.

Student Handbook

The *Student Handbook* is produced by the Office of Student Services. This handbook is available on-line to all students. The Student Handbook is subject to revision throughout the academic year and students are responsible for staying familiar with, and adhering to, the current policies, rules and regulations set forth in the handbook.

Student Organization Handbook

The Office of Student Services produces this booklet for the Inter-Greek Council and the Student Organization Council. This handbook sets forth the rules, responsibilities and sample constitutions for student organizations.

CULTURAL EVENTS & ACTIVITIES

A series of cultural events and social activities are planned for the entertainment and cultural enrichment of students and area residents. Theatrical productions and concerts are open to the public and are usually free to LMU students. Student activities are programmed through the Director of Student Activities in the Office of Student Services. Any student interested in participating in the planning and evaluating of student activities should contact the Office of Student Activities (869-6494) for more information concerning the Student Activities Board. Be sure to check the activities calendar for cultural events and other student activities.

Student Identification Cards

A picture identification card ("ID") will be made during registration or in the Office of Student Services for all students free of charge. A \$10.00 fee will be charged for replacing lost ID's. The card should be retained throughout the student's enrollment at LMU. It is the student's responsibility to have the ID validated each semester with the Office of Student Services. All registered students must carry their ID and surrender it if requested by a staff member of the institution (including Resident Assistants, Resident Directors and Security). A fine of \$25.00 may be assessed to any student not in possession of his/her LMU student I.D. upon request by LMU personnel.

Valid ID's may be used for identification, to check out library books, and to obtain admission to most campus activities and Facilities. For example, the ID admits a student to the gym, pool, most athletic events, cultural events, the museum, computer facilities, intramural sports, etc. They are also useful as a form of identification in the surrounding

community as well. Students with LMU meal plans must also use their ID card for obtaining their meals in the Dining Hall.

ATHLETICS

Intercollegiate Sports

LMU is a member of the South Atlantic Conference (SAC). The SAC consists of eight institutions in Tennessee, North Carolina and South Carolina: Carson-Newman, Catawba, Lenoir-Rhyne, Lincoln Memorial University, Newberry, Presbyterian, Tusculum and Wingate.

LMU sponsors thirteen (13) intercollegiate varsity sports in NCAA Division II. Those sports include:

Cross Country (M-W)	Soccer (M-W)
Baseball (M)	Softball (W)
Basketball (M-W)	Volleyball (W)
Golf (M-W)	Tennis (M-W)

Most "home" varsity athletic events are free to LMU students. Students must show a valid ID card to be admitted. Conference games, tournament games or matches may have an admission fee. "Away" games or matches have fees based on the host institution. LMU supports the NCAA ideals and regulations concerning sportsmanship. The students, faculty, and staff of LMU expect all sports participants and spectators to show appropriate respect for players, coaches, fans and officials attending and participating in all home and away university sport functions. Any expression of a sexual, cultural, racial, or religious content are not only inappropriate, but in direct conflict with the mission and purpose of this institution.

Hazing and Pre-initiation Activities

All forms of hazing on the part of any individual, group of individuals or organizations are subject to civil and University disciplinary action. No initiation or other activity shall be undertaken which endangers the health and safety of an individual, or demands an individual to engage in conduct of an unbecoming or humiliating nature, or in any way detracts from an individual's academic pursuits.

For purposes of this policy and University disciplinary action, LMU defines *hazing* to include any action taken or situation created, wherever it occurs, which induces mental or physical discomfort, embarrassment, harassment, or ridicule. Such actions including paddling, creation of excessive fatigue, physical or psychological shock, wearing apparel which is conspicuous and not in good taste, public ridicule of students, buffoonery, morally degrading or humiliating games or events, work sessions which interfere with regulations or policies of LMU or the laws of the State of Tennessee.

Tennessee law [T.C.A. §47-7-123] prohibits hazing and offers the following definitions:
(1) "Hazing" means any intentional or reckless act in Tennessee on or off the property of

any higher education institution by one (1) student acting alone or with others which is directed against any other student, that endangers the mental or physical health or safety of that student, or which induces or coerces a student to endanger such student's mental or physical health or safety. "Hazing" does not include customary athletic events or similar contests or competitions, and is limited to those actions taken and situations created in connection with initiation into or affiliation with any organization; and (2) "Higher education institution" means a public or private college, community college or university. (b) Each higher education institution shall adopt a written policy prohibiting hazing by any student or organization operating under the sanction of the institution. The policy shall be distributed or made available to each student at the beginning of each school year. Time shall be set aside during orientation to specifically discuss the policy and its ramifications as a criminal offense and the institutional penalties that may be imposed by the higher education institution.

Intramural Sports

All students, faculty and staff are invited to participate in competitive and noncompetitive sports. The University offers team sports, individual sports and lunchtime activities. Intramural activities, are planned by the Director of Student Activities (6294), can be designed according to student interest. Intramural activities may include:

- | | | |
|-------------------|--------------|--------------------|
| *Flag football | * Basketball | *Frisbee Golf |
| *Pool | * Ping pong | *Lincoln Day Games |
| *Series events | * Tennis | *Swimming |
| *Volleyball | * Softball | *Home Run Derby |
| *Ultimate Frisbee | * Biking | *Open gym |

RESIDENCE HALLS

All full-time students must live on campus unless they are at least 21 years of age, residing with a parent or legal guardian within 65 miles of campus, or married and residing with their spouse. All student-athletes on scholarship are required to live on campus.

Residence halls are available to students wishing to live on campus. Students should reference the *Residential Handbook* for information, rules and regulations applicable to students living in LMU housing.

Liles and West Halls offer traditional housing of double-occupancy rooms and community baths. They are convenient to the Student Center, and have good community identities. Each hall has a capacity of 120 students. Liles Resident Director phone number is 869-6311. West Resident Director phone number is 869-6699. Requests to move from Liles and West Halls require students to meet specific criteria.

Grant-Lee Hall is generally reserved for sophomores, juniors, seniors, and graduate students. Tenure of campus residency, mature behavior, and acceptable grade point average are among the priorities for living there. Grant-Lee is a coed facility with private baths for each room. The capacity of Grant-Lee is 75 students. Grant-Lee Resident Director phone number is 869-6327.

Lafrentz-Poole (LP) Hall is a residence hall of varied communities--single residents, single parents with children, and married couples with or without children. LP can meet the needs of such a diverse population because of the wide choice of accommodations: efficiencies and one and two bedroom apartments, with a limited number of cooking facilities available. LP generally holds 75-80 students. LP Resident Director phone number is 869-7477.

Dishner, Mitchell, Pope, Langley, Shelton, Building One, Building Two, and University Inn Apartments. These halls are exclusively for upperclassmen. Each apartment has three private bedrooms per unit and each bedroom has a private bath and a walk – in closet. The three residents share a common living room, kitchen, and a washer and dryer. Thirty – six residents are housed in each building. The Housing Director phone number is 869-6212.

Munson and Robertson House. Are residence halls that are reserved for female upperclassmen. The rooms are double occupancy and share a living room and kitchen. There are also private rooms upon availability. 869-6212

Byrum Hall. Is the first official Greek Sorority House! The house belongs to the young ladies of Delta Theta Sigma. This residence hall is an apartment style set up with residents occupying three private rooms. The three residents share a full kitchen and living room area. Fourteen residents are housed in this building. 869-6212

Completed housing application forms, along with a \$200.00 reservation and damage deposit, should be submitted to The Director of Residential Life. The deposit is refundable at the end of a student's residency if the student checks out in good order, cancels his/her room reservation by July 1 (Fall) or January 1 (Spring) and has no charges related to room damages or key loss. Check in and check out procedures are set forth in LMU's *Residential Handbook*.

STUDENT ORGANIZATIONS

Annual Registration of Student Organizations

Recognized organizations must meet and maintain the following criteria in order to receive University support:

- * Completion of a registration form each academic year;
- * Participation in the Student Government Association (SGA);
- * If a Greek-letter, social organization, participation in the Inter Greek Council (IGC);
- * Leadership and advisement of a university faculty or staff member having completed an advisor commitment form;
- * Proposal and approval of campus activities and events through the Office of Student Services, and cooperation with university policies and procedures during those activities and events;
- * Sponsorship of at least one campus-wide activity per year (honor societies excluded);
- * Contribution to and support of the philosophy and mission of LMU; and
- * Completion of monthly program reports.

Formation of New Organizations

University students have already created a strong network of interest groups, recreational clubs and social organizations. However, students with common interest or hobbies may desire to organize their efforts to form new groups. The University encourages fresh ideas and sets forth the following criteria for University recognition of a new organization:

- * Discuss the plans for the new organization with the Director of Student Activities.
- * Provide a statement justifying the need for such an organization at LMU.
- * The Director of Student Activities may grant probationary status for one semester while the group works to fulfill the remaining criteria. While on probationary status, the organization may take advantage of the following privileges:
 - Use of University facilities;
 - Use of University advertising facilities to inform students of the group's intent and purpose;
 - Membership in SGA or IGC; and
- * Submit three copies of the organization's constitution and bylaws.
- * Supply a letter from the proposed advisor(s) or a completed advisor commitment form indicating willingness to serve in that capacity. The advisor must be affiliated with the University in either a faculty or staff position.

The Director of Student Activities will review the organization's submittals and make a recommendation to either the SGA or the IGC. Confirmation of recognition or rejection will be made to the organization's officers by the Director of Student Activities.

Approved Student Organizations

A variety of student organizations exist for student participation. For more information about a particular organization check the LMU website for a current list of active student organizations.

Solicitation Policy

Solicitation of the student body for charitable purposes by organizations is permitted only under the following conditions:

- * The organization may use only 15% or less of the gross profit to recover costs incurred in the solicitation. The remainder of funds collected must be turned over to the recognized student charitable organization for which the solicitation was represented.
- * Financial reports of expenses, incomes and donations are filed with the Vice President of Alumni and Development.
- * All solicitation must be approved by the Director of Student Activities in advance.
- * No organization may solicit using LMU in its name unless it complies with the foregoing conditions.
- * Any organization not complying with the foregoing rules and regulations may forfeit future solicitation approval.

Profit-making ventures by students, businesses, organizations or other individuals may be pursued on campus with permission from the Office of Student Services. Guidelines on promotional activities or solicitation methods will be decided on a case-by-case basis. No

door-to-door solicitation will be permitted in residence halls without prior approval from the Office of Student Services.

Solicitation of a non-university related vendor or service may occur on campus only under the following conditions:

- Posting of information must be approved by the Director of Student Activities and must follow the same policy as those for "Advertising Student Activities on Campus."
- A fee of \$25 per day is charged for exhibits in the Student Center or other approved locations (paid to the Office of Student Services). This fee will be used for student activities.
- Exhibitors must submit copies of any pamphlets, applications or other written materials used in the display, to Director of Student Activities for approval.
- * Exhibitors may not approach students, faculty or staff. The prospective client must indicate interest before contact is initiated and exhibitors may request, in advance, tables and chairs for their displays.

STUDENT GOVERNMENT

Institutional Policy Making

Students have many opportunities to provide input to institutional policy making. These opportunities include, but are not limited to:

1. The Student Senate and the SGA and its committees promote discussion, draft proposals and present legislation that helps initiate change within the University.
2. The President of SGA will present to Cabinet any bills submitted and approved by the SGA body.
3. The President of SGA will serve on the University Enrollment Management Committee.
4. The Open Forum is sponsored by the SGA. It is held once each semester to allow students to ask questions of an administrative panel.
5. An "Open Door" policy permits students to visit administrators, faculty or staff personnel.
6. The Office of Student Services sponsors two (2) committees that provide opportunities for students to have roles and responsibilities in institutional policy making.
 - a. The Food Committee. Students are highly encouraged to attend and bring fresh ideas to campus dining. This meeting takes place in the Lincoln Dining Room. The membership of the Committee consists of the Director of Sodexo Food Services, the Director of Student Activities and residential students representing each residence hall, and SGA members.
 - b. The Campus Activities Board. This Committee meets periodically in a predetermined location. The Committee consists of the Director of Student Activities and commuter and residential students. The Board is responsible for planning and evaluating student activities.
7. Residence hall meetings are conducted throughout each semester. These meetings allow residential students the opportunity to voice their concerns.

Constitution of the Student Government Association

Revised and Approved by the SGA in April, 2008.

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**STUDENT GOVERNMENT ASSOCIATION CONSTITUTION
LINCOLN MEMORIAL UNIVERSITY**

PREAMBLE

We, the students of Lincoln Memorial University, desiring to provide means for responsible and executive student participation in the organization and in the operation of student affairs; to provide a forum for the expression of student views and interests; to maintain academic freedom, academic responsibility, and student rights; to improve student culture, social, and physical welfare; to develop better student educational standards, facilities, and teaching methods; to help promote national and international understanding and fellowship at the student level; to organize and mobilize student involvement in seeking solutions to the serious problems facing the community, the nation, and humankind; and to promote the recognition of students' rights and responsibilities to the university, the community and humanity; do hereby establish this Constitution of the Student Government Association at Lincoln Memorial University.

**ARTICLE I
VOTING AND MEMBERSHIP**

Each student at Lincoln Memorial University shall be a member of the Student Body and shall enjoy equal rights of voting under this government.

Membership in the Student Government Association shall be open to all students regardless of ethnicity, sex, handicap, or national origin.

All representatives of the Student Government Association are to be full-time students in good academic standing and in good standing with the dean of students at the time of election or appointment, and during the term of office.

**ARTICLE II
STUDENT GOVERNMENT ASSOCIATION EXECUTIVE COMMITTEE**

Section 1. The membership of the Executive Committee of the Student Government Association shall consist of the President, Vice President, Speaker of the Senate Secretary-Treasurer, Parliamentarian, and Chairperson of Student Services Committee.

Section 2. The Executive Committee shall serve as the coordinating body of communication and cooperation among the various branches and among the various student organizations of the university.

Section 3. The Executive Committee shall:

- A. Make recommendations on activities undertaken by the Student Government Association or by any of its committees.
- B. Review the Student Government Association budget for submission to the Student Senate, which will have the power to reject and amend items.
- C. Make recommendations to the Student Senate.

ARTICLE III OFFICER VACANCIES

Section 1. Should the office of President of the Student Body become vacant, the Vice President of the Student Body shall succeed to the Presidency until the next general election, when a new president is to be chosen. The newly sworn in President shall nominate a candidate to fill the vacancy of the Vice President; that nomination must receive two-thirds approval from the Student Senate.

Section 2. Should the office of Vice President of the Student Body become vacant, the President shall nominate a candidate to fill the vacancy; the nomination must receive two-thirds approval from the Student Senate.

Section 3. Should the office of Secretary- Treasurer of the Student Government Association become vacant, the President shall nominate a candidate to fill the vacancy; the nomination must receive two-thirds approval from the Student Senate.

Section 4. Should the office of the Parliamentarian of the Student Government Association become vacant, the President shall nominate a candidate to fill the vacancy; the nomination must receive two-thirds approval from the Student Senate.

Section 5. Should the office of the Chairperson of Student Services Committees become vacant, the President shall nominate a candidate to fill the vacancy; the nomination must receive two-thirds approval from the Student Senate.

Section 6. Should the office of Speaker of the Senate, becomes vacant, the President of the Student Body shall appoint a qualified candidate to finish the term, with approval from the Director of Student Activities.

ARTICLE IV EXECUTIVE BRANCH

Section 1. All executive powers herein granted shall be vested in the President and Vice President of the Student Body, who shall be elected by the student body.

Section 2. The chief executive officer of the Student Government Association shall be the President of the Student Body. He/She shall have the power and responsibility to:

- A. To represent the interests, concerns, and needs of the student body.
- B. To appoint temporary committees and executive assistants, as he/she deems necessary to the executive branch, and to abolish such bodies and assistants at his/her discretion.
- C. To work with the Vice President of the Student Body and the Speaker of the Senate.
- D. To veto those enactments of the Student Senate to which he/she takes strongly exception. At the following respective meeting, he/she must return the enactments with a written message explaining his/her reasons for the action. A vote of two-thirds of the number at the meeting-provided a quorum (2/3rd of the Senate) is met- will override a veto.
- E. To call special joint session meetings of the Student Senate.

- F. Shall at the beginning of the second semester, he/she must give a report to the Student Senate, called the State of the Student Body Address.
- G. To oversee the appointments of Secretary-Treasurer, Parliamentarian, and Chairperson of Student Services Committee by the approval of the Director of Student Activities and Dean of Students, and by two-thirds approval of the Student Senate.
- H. To coordinate the Student Services Committees. He/She shall, appoint the chairpersons of the various Student Services Committees, service organizations and boards with the approval of a majority of the Student Senate. Removal of directors shall be done by executive privilege at the discretion of the President with approval of the majority of the Student Senate.
- I. To serve as chairperson of the Student Government Association Budgetary Review Board and be responsible for overseeing the meetings of this board.
- J. Shall assist the Director of Student Activities in adjunction with the Student Government Association.
- K. Serve as the Senator in Tennessee's Intercollegiate Student Legislature, Senate during General Assembly.

Section 3. The Vice President of the Student Body:

- A. Shall oversee all standing and appointed committees.
- B. Shall coordinate the training of personnel including Student Government Association orientation, and skill training for the Executive Cabinet Officers.
- C. Shall compile and present reports and assist the President.
- D. Perform any additional duties, subject to this Constitution, its Amendments and the bylaws of SGA.
- E. Serve as a Representative in Tennessee's Intercollegiate Student Legislature, House of Representative during General Assembly.

Section 4. Election of the President and Vice President of the Student Body shall be conducted according to the Election Rules and Procedures.

Section 5. The President or the Vice President of the Student Body may be removed for blatant neglect of duty, disregard of LMU rules and regulations, malfeasant violation and disregard of SGA activities and/or willful and intentional violation of the SGA Constitution and/or the Bylaws of the Student Senate. To remove the President or Vice President:

- A. A written request must be filed with the Director of the Student Life by either of the following:
 - a. Speaker of the Senate, or three members of the Student Senate, or;
 - b. A petition signed by 10% the current student body.
- B. A vote must be taken at two successive regular Student Senate meetings. An affirmative action vote of a quorum is met.
- C. Appeals may be made before the Student Senate.

Section 6. The Secretary-Treasurer of the Student Government Association shall:

- A. Be responsible for making a regular Treasurer's report to the Executive Committee and Student Senate. Such reports shall include the regular status of both the SGA Budget and SGA Discretionary Funds.
- B. Prepare financial summaries at the beginning and ending of each fiscal year to be filed in the Student Government office.
- C. Publish a monthly SGA Newsletter.

- D. Maintain a current list of all student organizations in conjunction with the Speaker of the Senate.
- E. Take minutes of the meetings at the Executive Committee. Those notes shall be typed and distributed three to five days via email to the Director of Student Activities, President, Speaker of the Senate, Parliamentarian, and Chairperson of Student Services Committees. Those minutes must be read aloud and voted on at the SGA Executive Committee meetings.

Section 7. The Parliamentarian of the Student Government shall:

- A. Shall be familiar with Roberts Rules of Order.
- B. The Parliamentarian shall keep the meetings of the Executive Committee according to the Roberts Rules of Order.
- C. Aid the President and other Executive Officers in the fulfillment of their duties and responsibilities.

Section 8. The Secretary-Treasurer or the Chairperson of Student Services Committees, or the Parliamentarian of the Student Government Association may be removed for blatant neglect of duty, disregard for LMU rules and regulations, malfeasant violation and disregard for SGA directives, and for willful and intentional violation of the SGA Constitution.

- A. To remove the Secretary-Treasurer or Parliamentarian:
 - a. A written request must be filed with the Director of Student Activities by two members of the Student Senate or Executive Committee.
 - b. A unanimous affirmative vote of the Executive Committee must be taken, not including the person in question.
 - c. A vote must be taken at one regular Senate meeting. An affirmative vote by a quorum is met.
 - d. Appeals must be made before the Student Senate.
- B. To remove the Chairperson of Student Services Committee:
 - a. A written request must be filed with the Director of Student Activities by two members of the Student Senate or Executive Committee.
 - b. A unanimous affirmative vote of the Executive Committee must be taken, not including the person in question.
 - c. A vote must be taken at one regular Senate meeting. An affirmative vote by a quorum is met.
 - d. Appeals must be made before the Student Senate.

Section 9. The Executive Committee shall meet bimonthly (twice a month), in rotating weeks with the Student Senate. The President of the Student Body will determine the day and time for the meetings.

ARTICLE V STUDENT SENATE

Section 1. The Student Senate shall be composed of academic, organizational leaders, residential and commuter students who will participate in the establishment of policies and regulations regarding areas of primary interest to student members of the University community. These Senators shall work on issues that may include those related to the

regulation of student conduct, student housing, food services, student activities and organizations, non-academic student facilities, and matters relating to the academic concerns of the students. These decisions will be made in consultation with the Executive Committee, Director of Student Activities, Vice President of Enrollment Management and Student Services, and President of Lincoln Memorial University. The Student Senate has the authority and responsibility:

- A. To approve, by a majority of the number present at the Student Senate meetings, all chairpersons of Student Services Committees as recommended by the President of the Student Body.
- B. To approve, by a majority of the number present at a Student Senate meeting, all appointed officers, and heads of those standing committees, agencies and boards provided for in the Student Senate By-Laws.
- C. To have the power to remove the President and/or Vice President of the Student Body; to remove a Senator; and to remove officers approved or elected by the Senate. Removal of Senate approved or elected officers and recommendation of removal shall following the procedures in the Student Senate Bylaws.
- D. To adopt and amend the Bylaws of the Student Senate as provided for in this Constitution.
- E. To approve the appointments of any officer(s), committee(s), and committee(s) heads.
- F. To nominate individuals for any office of the Student Government Association at the time of election or at the joint session meeting of the term of both branches of government on the first Tuesday of April.

Section 2. The Steering Committee of the Student Senate shall consist of the President of the Student Body, the Speaker of the House, the Secretary of both branches of government, the Parliamentarian, and four members at-large appointed by both the President of the Student Body and the Speaker of the Senate.

Section 3. Representation on the Student Senate shall be composed of one Senator representing each of the following schools: The College of Arts and Sciences, The College of Business, The College of Education, and The School of Allied Health and the School of Nursing. There shall be one Senator representing each campus academic, honor and special interest organization. The Residential Director from each residence hall shall serve as a Senator. There shall be two Senators representing the commuter students.

Section 4. Election of Student Senators shall be conducted as outlined in the Student Senate Bylaws. Election of Senators shall be conducted according to the regulations set forth in the SGA Election Rules and Procedures.

Section 5. Removal of any Student Senator shall be conducted as outlined in the Student Senate Bylaws.

Section 6. At least ten regular Senate members must be present during the summer for the Senate to conduct business. During the summer meeting, the Senate Bylaws may not be amended unless two-thirds of the regular Senate is present at two consecutive meetings.

Section 7. The Student Senate shall maintain a set of Bylaws, which will specify the procedures necessary for the execution of the authorities provided in this article.

Section 8. No material under this article shall be amended without the quorum being met.

Section 9. The Student Senate shall be under the leadership of a Speaker of the Senate. The office of Speaker of the Senate shall be appointed by the incoming President and approved by the Director of Student Activities.

Section 10. The Student Senate shall meet bimonthly (twice a month), with rotating the weeks with the Executive Committee. The Speaker of the Senate will determine such day of the week.

ARTICLE VI TERMS OF OFFICE

Section 1. Except as otherwise provided in this Constitution, all elected or otherwise appointed members of the Student Government Association shall serve concurrent one year terms that begin and end in relation to the statutes of the SGA Election Rules and Procedures.

ARTICLE VII ELECTIONS

Section 1. The Student Government Association elections shall be held during the month of April each year with the specific dates to be determined by the Director of Student Activities.

Section 2. The SGA Elections shall be governed by the SGA Election Rules and Procedures as to be adopted by the Student Senate during the last meeting of the fall semester of the Student Senate.

Section 3. The individuals charged with executing the SGA Election Rules and Procedures shall be the Director of Student Senate, President of the Student Body, Speaker of the Senate, and the Parliamentarian. This committee will be appointed at the Student Senate's first meeting in March.

Section 4. The Student Senate and Student Government Association Executive Committee shall nominate two (2) members from each branch for the office for President and Vice President of the Student Body. Those four (4) candidates shall be approved by the Director of Student Activities and the Dean of Students. Candidates must have the minimum GPA requirement is a 2.75 on a 4.0 grading scale and they shall have no concurrent or pending disciplinary actions with the Dean of Students. The nominations should come from a joint session of both branches of the government; this meeting shall take place on the first Tuesday of April. The nominations will immediately be reviewed by the Director of Student Activities and the Dean of Students, within a period of two (2) days. Then the qualified nominees will be notified by the first Friday in April. The candidates will have until the last Wednesday of April at 12PM to campaign for such said office.

Section 5. Elections for Resident Students will take place as follows:

- A. Each Residence Director will call a special residence hall mandatory meeting to conduct the election the evening of the last Wednesday of April.
- B. The Residence Director will require that each resident to sign a form stating that he/she voted in the election.
- C. After the mandatory meeting, the Residence Director shall seal the ballots in an envelope and deliver them personally to the Director of Residential Life.
- D. The following morning, the Residential Life Director will submit the ballots to the Director of Student Activities for tallying.
- E. The election results will be announced in the following procedure:
 - A. A joint meeting of both branches of government on the Friday following the elections. The Speaker of the Senate will relinquish the floor to the Director of Student Activities for the purpose of announcing the winner of each office. At that time, the Director of Student Activities will appoint a new or reappoint the current Speaker of the Senate. After the announcement of the winner for each office and his/her appointment, the floor will be relinquished back to the Speaker of the Senate for adjournment.
 - B. Immediately following the joint meeting, the Director of Student Activities will send out an email to the University Community.

Section 6. Elections for Commuter Students will take place as follows:

- A. The President of the Student Body and Speaker of the Senate will appoint two outgoing representatives to oversee each polling location for commuter students.
- B. There will be two (2) polling places for commuter students to vote, one will be on the quad and the second will be in the Student Center.
 - a. Commuter Students have from 12PM to 3PM to vote at these designated polling areas.
- C. Commuter Students may also vote via email from 12PM to 6PM. The Director of Student Activities will send out an official voting ballot to commuter students and they must reply to the email of who they wish to cast their vote for. Each commuter student can only vote once, ballots will be counted if they are received after 6PM.

Section 7. The transition process will be as follows:

A. . At a joint meeting of both branches of government on the first Monday of May, the outgoing or current Speaker of the Senate will relinquish the floor to the Director of Student Activities for delivering the oath of office to the newly elected President and Vice President of the Student Body and the appointed Speaker of the Senate. The oath of office shall be as follows:

- 1. I, _____, do hereby affirm that I will faithfully execute the office of _____ to the best of my ability to protect and defend the Constitution and Bylaws of the Student Government Association and Student Senate.

B. After the newly elected officers have been sworn in, the Director of Student Activities will relinquish the floor to the outgoing Speaker of the

Senate, who will then present the new Student Body President and Vice President, and Speaker of the Senate for a brief message.

C. Following the brief messages, the outgoing Speaker of the Senate will hand over the gravel to the new Speaker of the Senate for adjournment.

ARTICLE VIII STUDENT GOVERNMENT BUDETARY REVIEW BOARD

The SGA Budgetary Review Board shall meet at least once per semester with the Director of Student Activities and any other budget officers which are deemed necessary by the Board, in order to inquire into and gather any fiscal information which may affect the Student Body. The Board is then to make any suggestions which it deems are necessary and relay all collected information to the various branches of Student Government. At least one person from each branch of SGA should be held responsible for reporting the actions of these meetings to their respective branches.

The composition of the board shall be as follows:

1. The SGA Executive Committee;
2. Four (4) Student Senators at large to be selected by the Speaker of the Senate.

ARITCLE IX TENNESSEE INTERCOLLEGIATE STUDENT LEGISLATURE

Section 1. The student body of Lincoln Memorial University will be represented in Tennessee's Intercollegiate Student Legislature (TISL) through the Student Government Association.

Section 2. The President of the Student Body shall serve as the Senator in Tennessee's Intercollegiate Student Legislature, Senate during General Assembly. If he/she is unable to carry out this duty, he/she will appoint another representative.

Section 3. The Vice President of the Student Body and Speaker of the Senate shall serve as Representatives in Tennessee's Intercollegiate Student Legislature, House of Representatives. If he/she is unable to carry out this duty, he/she will appoint another representative.

ARTICLE X PARLIAMENTARY AUTHORITY

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the organization in all cases to which they are applicable and in which they are not inconsistent with this Constitution and any special rules this organization may adopt.

ARTICLE XI ADVISOR

The Director of Student Activities shall serve as the advisor for the Student Government Association. He/She shall have the responsibility for assuring that the Student Government Association acts in compliance with University regulations and in accordance with this, the Student Government Association Constitution.

ARTICLE XII CONSTITUTIONAL AUTHORITY

This Constitution shall supersede any and all previous Constitution and Bylaws of the Student Government Association of Lincoln Memorial University as upon the signature of the Director of Student Activities, this constitution shall become ratified.

ARTICLE XIII AMENDMENTS

Section 1. Amendments to this constitution shall become effective by either of the following processes:

- A. An open hearing will be conducted after a one week of public notice in the school newspaper or a campus wide student email announcement. The Student Senate must be then approve the amendment by two-thirds of the number present at two successive regular meetings of the respective branches.
- B. The amendment will be placed on a public referendum, which can be called for by a majority vote for the Student Senate or by a petition of 250 or more students, all of who must be designated as full-time students by the University. A majority vote on the referendum will approve the amendment. Amendments made by this process will supersede previous actions of the bodies of the Student Government Association, regardless of their regard to their lack of approval.

ARTICLE XIV RATIFICATION

Section 1. This Constitution must go before the Vice President of Enrollment Management and Student Services and Director of Student Activities for their approval. Their signature below is required for approval. They will each appoint a Speaker of the Senate at this time. The appointee will not be sworn into office once approved by the current Student Government Association.

Section 2. Following the approval from the Vice President of Enrollment Management and Student Services, this Constitution will be presented at the next Student Government Association meeting for voting.

- A. The Vice President of Enrollment Management and Student Services will be present at the time of voting by the current Student Government Association meeting.
- B. After review from the current Student Government Association, the current officers will vote silently by secret ballot.
 - a. If this Constitution is not approved by the current Student Government Association Executive Council, the Vice President of Enrollment Management and Director of Student Activities may if they deem necessary to over-ride the Student Government Association's decision for such action, until the next group of elected Student Government Association officers will consider this constitution.

STUDENT SENATE BY-LAWS

LINCOLN MEMORIAL UNIVERSITY

ARTICLE I POWERS AND DUTIES OF THE STUDENT SENATE

Section 1. The Student Senate shall be composed of academic, organizational leaders, residential and commuter students who will participate in the establishment of policies and regulations regarding areas of primary interest to student members of the University community. These Senators shall work on issues that may include those related to the regulation of student conduct, student housing, food services, student activities and organizations, non-academic student facilities, and matters relating to the academic concerns of the students. These decisions will be made in consultation with the Executive Committee, Director of Student Activities, Vice President of Enrollment Management and Student Services, and President of Lincoln Memorial University. The Student Senate has the authority and responsibility:

- A. To approve by a majority of the number present at the Student Senate Meeting all Presidential appointments to SGA to all administrative and other campus wide committees as outlined in the SGA Constitution.
- B. To approve by a majority of the number present at the Student Senate Meeting all directors of the Student Service Committees as recommended by the President of the Student Body.
- C. To approve by a majority of the number present at the Student Senate Meeting all appointed officers; and heads of those standing committees, agencies, and boards provided for in these Student Senate Bylaws.
- D. To have the power to remove the President and/or Vice President of the Student Body from office; to remove a Senator; to remove officers appointed or elected by the Senate; and to recommend removal of a representative of a student organization to the organization which he/she represents.
- E. To assume primary and initial responsibility for undergraduate academic matters and to institute and carry out such programs and policies as it deems desirables.
- F. To adopt and amend these Bylaws of the Student Senate as provided for in the Student Government Association Constitution.
- G. To approve the Election Rules and Procedures Package by a majority vote of the Student Senate by the first meeting in March prior to the SGA Elections.
- H. To approve all concurrent and new organizational applications before the last day of August.

- I. To take all actions which shall be necessary and proper for carrying out its functions.
- J. To nominate individuals in a joint session meeting with the Executive Committee, two (2) candidates for the office of President and Vice President of the Student Body by the first Tuesday in April.
- K. When faculty, staff, students, or members of the University community and/or organizations are honored for their accomplishments and/or contributions to the Lincoln Memorial University community, a proclamation may be created in honor of that person if Senators deem fit. Proclamations shall be approved at the time of the meeting by a “yea” or “nay” vote and put into publications, if approved. The proclamation shall be a letter created by a Senator, and signed by either the President of SGA or the Speaker of the Senate, whichever is most appropriate. This method shall be used in place of resolutions of like kind and will not count for legislation requirements.

ARTICLE II

CHIEF EXECUTIVE OFFICER

Section I. The Chief Executive Officer of the Student Senate shall be the Speaker of the Senate, which is appointed by the President of the Student Body and approved by the Director of Student Activities. The Student of the Speaker shall:

- A. Be appointed by the President of Student Body and approved by the Director of Student Activities at the time of announcing the winner of the President and Vice President of Student Government.
- B. Make reports to and assist the President of the Student Body and the Director of Student Activities.
- C. Oversee all matters pertaining to academic affairs and coordinate actions of academic and organizational senators.
- D. Preside over all Student Senate meetings and joint sessions of Student Government.
- E. Oversee all matters pertaining to organizations and coordinate actions of the organization senators.
- F. Perform any additional duties, subject to the Student Government Association Constitution and these Bylaws.
- G. Serve as a Representative in Tennessee’s Intercollegiate Student Legislature, House of Representative during General Assembly.

ARTICLE III

SECRETARY OF THE SENATE

Section 1. The Secretary of the Student Senate shall:

- A. Be elected by the Senate at the second regular meeting of the Student Senate. Nominations may be made by the Speaker of the Senate or any elected Senator.
- B. Maintain a permanent record of all proceedings of the Student Senate Meetings and make them available within three to five days following the meeting, the notes shall be send out via email to the Director of Student Activities, President of SGA, Speaker of the Senate and the Senators.
- C. Keep a vital attendance record of Student Senate Meetings.
- D. Generate press releases about key Senate bills and resolutions, in consultation with the Speaker of the Senate to distribute to the Executive Committee of the Student Government Association and the Student Body.
- E. Perform any additional duties, subject to the Student Government Association Constitution, and these Bylaws.
- F. To remove the Secretary, a request including the reason for removal must be filed with the Speaker of the Senate or Director of Student Activities. Upon completing the above, the Speaker of the Senate shall submit its reasons to the Senate. A two-thirds affirmative action vote by the Senate shall result in removal.

ARTICLE IV

SENATE COMPOSITION AND PROVISIONS

Section 1.

- A. Candidates for the Student Senate shall be enrolled as full time students excluding summer semesters, and affirm that he/she will be in attendance at Lincoln Memorial University for one year during the year immediately following the semester of his/her appointment, excluding summer term.
 - a. Residential Senator, there must be a representative from each residence hall.
 - b. Academic Senator must be pursuing an undergraduate degree in the academic unit which the candidate is seeking to represent, and affirm that he/she will be pursuing that degree for 1 year following his/her election. In the event that an academic senator is no longer associated

with the college, he/she was elected to represent, the information must be made aware to the Speaker of the Senate and a substitute will be appointed.

- c. Organizational Senator must be either the President or Vice President from the organization, of which he/she represents.

B. Appointments shall be as follows:

- a. Residential Senators shall be representatives from the following districts:

- LP
- Dishner
- Pope
- Mitchell
- West
- Liles
- Langeley
- Shelton
- Grant-Lee

- b. Academic Senators shall be representatives from the following academic units:

- College of Arts and Sciences
- College of Business
- College of Education
- School of Allied Health
- School of Nursing

- c. Organizational Senators shall be represented from the following organizations:

- Alpha Chi
- Alpha Gamma Sigma Chapter of Sigma Tau Delta- English Honorary Society
- Phi Alpha- Social Work Honorary Society
- Psi Chi- Psychology National Honor Society
- Phi Alpha Theta National Historical Honor Society
- Psychology Club
- Student Nursing Association
- Student Wildlife Society
- Students in Free Enterprise
- SHARE Club
- Veterinary Technology Club
- Baptist Collegiate Ministries
- Cheerleading Team
- Concert Choir
- Emancipator Literary Magazine
- International Student Union
- Campus Activities Board
- First Priority

Food Forum
LMU Historical Society
LMU College Republicans
LMU Circle K
LMU Pep Band
RAILSPLITTER Yearbook Staff
The Lincoln Log
Lincoln Ambassadors
**** All newly formed organizations ****

- C. To remain in office an elected representative must be enrolled as a full time student and he/she may only miss three unexcused Student Senate Meetings, otherwise a notice must be submitted to the Secretary of the Senate. If a Senator falls below the attendance requirement, his/her standing will come before the Senate for a vote.
- D. As provided for in the Student Government Association Constitution, all elected Senators shall serve one term, from the first Friday in April to the first Friday in April for the following year.

Section 2. In the event that a member of the Senate is ask for a leave of absence for a cause due to course study, the leave of absence must be approved by a majority vote of the Senate members present and voting. In the event a leave of absence is granted, the academic unit, residence director, or organization must supply a new representative.

Section 3. All Senators shall have one vote and must be present to vote. The Speaker of the Senate may break the tie in the event of a tie. Votes shall be made by voice or show of hands unless a Senator Member or Speaker of the Senate officer calls for a roll call vote.

Section 4. A majority of the Senators shall constitute a quorum. When a vacancy exists, the number needed for a quorum shall be changed accordingly, 51 percent of the Senators present.

Section 5. All legislation to be presented to the Student Senate, whether originally written by the actual sponsor, or written by a third party or entity and only sponsored by a regular voting member of the Senate, must be submitted to the email of the Speaker of the Senate and the Director of Student Activities by 4:30PM on the Friday immediately preceding a Tuesday on which a Senate meeting will take place. With the permission of the president and/or vice president of the student body, an individual may submit legislation by noon on the Monday immediately preceding a Tuesday on which a Senate meeting will take place.

Section 6. Proxy may represent any officer or elected Senator who is unable to attend a specific meeting and the absence will be waived.

Section 7. Failure of any elected Senator or officer to be present at the time of roll call without a proxy to fill his/her seat, will be considered a tardy and given one half of an unexcused absence with the exception of tardiness due to circumstances that the Senate

Executive Committee deems unavoidable or beyond the control of the Senator in question.

Section 10. Each elected Senator is required to present one piece of legislation each semester. Failure to do so will result in removal from the Student Senate and the Senator will be barred from serving on the student senate the remainder of the term. Senators may form groups of five or less to present legislators to fulfill this requirement.

ARTICLE V

COMMITTEES

Section 1. There shall be no standing committees of the Student Senate.

Section 2. Committees of the Student Senate may be created or abolished as deemed necessary by the Senate. The Speaker of the Senate, President of the Student Body, Director of Student Activities, or any Senator in good standing may recommend creation or abolition of ad hoc committees, with a majority affirmative vote at a regular Senate Meeting required for approval.

ARTICLE VI

AMENDMENTS

Amendments to these Bylaws may be proposed by any member of the Student Senate including the Speaker of the Senate, and shall become effective after approval by two-thirds vote at two successive regular Senate Meetings.

ARTICLE VII

CONSTITUTION

Section 1. The constitutional rights and role of the Student Senate are explained in Article V of the Student Government Association Constitution.

Section 2. No material under Article V of the Student Government Association Constitution may be changed without the approval of two-thirds of the Student Senate.

Section 3. The Constitution of SGA supersedes the authority of these Bylaws.

ARTICLE VIII

RATIFICATION

Section 1. This Constitution must go before the Vice President of Enrollment Management and Student Services and Director of Student Activities for their approval. Their signature below is required for approval. They will each appoint a Speaker of the Senate at this time. The appointee will not be sworn into office once approved by the current Student Government Association.

Section 2.. Following the approval from the Vice President of Enrollment Management and Student Services, this Constitution will be presented at the next Student Government Association meeting for voting.

- C. The Vice President of Enrollment Management and Student Services will be present at the time of voting by the current Student Government Association meeting.
- D. After review from the current Student Government Association, the current officers will vote silently by secret ballot.
 - a. If this Constitution is not approved by the current Student Government Association Executive Council, the Vice President of Enrollment Management and Director of Student Activities may if they deem necessary to over-ride the Student Government Association's decision for such action, until the next group of elected Student Government Association officers will consider this constitution.

Appointment as Speaker of the Senate: MATTHEW BROCK by DR. PAM MOON AND SECONDED BY MARIANNE MINK(2007)

 BRIAN DEJONGHE, DIRECTOR OF STUDENT ACTIVITIES DATE

 DR. CINDY SKARUPPA, VP OF STUDENT SERVICES DATE

There is a principle
which is a bar
against all information,
which is proof
against all arguments
and which cannot fail
to keep a man in
everlasting ignorance
– that principle is contempt
prior to investigation.

–Herbert Spencer



Delay is the deadliest form of denial.

–C. Northcote Parkinson

For More Information

TLAP
200 4th Avenue North
Suite 810
Nashville, TN 37219
Phone: 615.741.3238
Fax: 615.741.3508
www.tlap.org

Confidentiality: Information and actions taken by TLAP shall be privileged and held in the strictest confidence and shall not be disclosed to any person or entity outside of TLAP pursuant to Rule 33 of the Rules of the Supreme Court of Tennessee.

Tennessee Lawyers Assistance Program © 2008.



Law Student
& Bar Applicant

A Confidential EAP Service
for the Legal Profession
615.741.3238

Nothing can stop the man with the right mental attitude from achieving his goal; nothing on earth can help the man with the wrong mental attitude. -Thomas Jefferson.

Tennessee Lawyers Assistance Program

What is the Tennessee Lawyers Assistance Program (TLAP)?

TLAP offers help to law students, judges, and attorneys troubled by substance abuse, psychological disorders, and similar impairments which may affect an individual's ability to practice law in a competent and professional manner.

Why is TLAP Important?

18% of lawyers suffer from alcoholism (Washington State Survey)

The incidence of depression is higher for the legal profession than any other profession (105 different professions surveyed)

33% of lawyers suffer from significant mental health issues (Washington State Study)

19 - 37% of lawyers suffer from depression (Washington State and North Carolina Studies)

How Can TLAP Help?

TLAP can help law students in a myriad of fashions. Some law students only need information from TLAP; some receive crisis stabilization and support. Other law students benefit most from referrals to outside resources.

TLAP Services are Confidential.

TLAP only releases client information if TLAP has a signed "Consent to Disclose" form on file.

TLAP Offers Numerous Services:

- Consultation
- Assessment
- Referral
- Intervention
- Education
- Peer Support Services

TLAP Can Help Law Students with a Variety of Issues. Such as:

- Stress and Burnout
- Anxiety
- Depression
- Worries about Bar Application Issues
- Career Concerns
- Balancing School and Family
- Substance Abuse

TLAP Services are Entirely Free.

There is no fee for TLAP services. There will be fees for outside referrals.

TLAP Can Help Law Students with BAR Application Issues.

In cases that involve bar application character and fitness issues, TLAP can implement a structured rehabilitation program which documents an applicant's recovery. Such evidence of recovery may be taken into consideration by The Board of Law Examiners when determining recommendations for admission.

TLAP Support Groups.

TLAP offers a variety of anonymous support groups throughout the state of Tennessee. These meetings are open for all lawyers, judges, bar applicants, and law students who would like to participate in an anonymous support group with other members of the legal profession. Contact TLAP to find out more information.

Listserv For Students in Recovery:

A Listserv has been developed by the ABA Commission on Lawyer Assistance Programs (CoLAP) to provide a confidential e-mail vehicle for law students who want to get, or stay, clean and sober while in law school. This is a chance for students to connect with and ask questions of their law student peers throughout the US and share their experience, strength and hope. To be added, interested law students should contact CoLAP's Director, Donna Spilis, directly at spilisd@staff.abanet.org. Students should be prepared to talk a bit about their history and about their need and desire to communicate with other law students facing the similar challenges. Ms. Spilis will provide each student with the rules and regulations regarding use of the "Students in Recovery Listserv." When a student graduates and is admitted to the bar, he/she will be removed from the Listserv.

If you are experiencing any difficulties, please contact TLAP so that we can assist you.

1.877.424.8527 • www.tlap.org

Don't be afraid to ask for help!

George Paul Carney

**317 Woodsedge Road
Knoxville, Tennessee 37924
Home/Cell # (865) 617-5019 Office (865) 524-5286
E-mail: pcarney1967@yahoo.com**

EDUCATION:

**MASTER OF SCIENCE, College Student Personnel - The University of Tennessee
Knoxville, Tennessee; 1994; Cumulative Grade Point Average: 3.58
BACHELOR OF ARTS, Political Science - The University of Tennessee
Knoxville, Tennessee; 1992.**

HIGHER EDUCATION AND STUDENT AFFAIRS EXPERIENCE:

LINCOLN MEMORIAL UNIVERSITY – Director of Admissions

Duncan School of Law – September 2008/Present

- Experienced in developing and implementing the policies and procedures governing the recruitment and admission of students to a new school of law
- Participate in provisional accreditation processes for a new school of law; Familiar with the American Bar Association Standards and Rules of Procedure for Approval of Law Schools
- Plan and coordinate student-recruitment activities
- Review applications
- Coordinate and participate in meetings of the Admissions Committee
- Supervise one administrative assistant
- Open House Programs Coordinator - supervise three fall events and two spring events

LINCOLN MEMORIAL UNIVERSITY – Director of Admissions

DeBusk College of Osteopathic Medicine – August 2006/August 2008

- Experienced in developing and implementing the policies and procedures governing the recruitment and admission of students to a new college of osteopathic medicine
- Participated in provisional accreditation processes for a new college of osteopathic medicine; Familiar with the American Osteopathic Association Commission on College Accreditation (AOA COCA) and the Liaison Committee on Medical Education (LCME) guidelines
- Planned and coordinated student-recruitment activities
- Participated in national graduate/professional school fairs, health professions panels and other events
- Reviewed over 2,000 American Association of Colleges of Osteopathic Medicine Application Service (AACOMAS) applications annually for a first-year medical school class of 150 students
- Coordinated prospective student interviews of over 500 interviewees
- Participated in prospective student interviews
- Coordinated and participated in meetings of the Committee on Admissions
- Supervised one Admissions Coordinator and one administrative assistant
- Open House Programs Coordinator - supervised three fall events each year
- Member of the National Association of Advisors for the Health Professions (NAAHP)
- Attended regional and national conferences related to medical college admissions and advising

THE UNIVERSITY OF TENNESSEE, KNOXVILLE – Program Coordinator

University Outreach and Continuing Education – October 2003/September 2004

- Marketed business and professional development courses to local businesses and organizations
- Created courses as needed and coordinated and audio-visual equipment usage
- Developed course catalog and brochures and processed course registrations

VIRGINIA TECH; Blacksburg, Virginia - Assistant Director

Office of Admissions - August 1996/September 2003

- Helped plan and coordinate student-recruitment activities
- Participated in national, regional, local college fairs and other public service events
- Participated in reviewing over 21,000 freshman, transfer and non-degree applications annually
- Supervised the Academic Common Market program
- Open House Programs Coordinator - Supervised six fall programs and two spring programs
- Reviewed the Application for Virginia In-State Tuition Benefit and determined who qualified for the in-state tuition benefit
- Traveled and recruited students from across the eastern seaboard of the United States
- Familiar with NCAA Division I Rules and By-Laws

AVERETT COLLEGE; Danville, Virginia - December 1994/August 1996

Office of Admissions - Admissions and Financial Aid Counselor - June 1995/August 1996

- Helped plan and coordinate student-recruitment activities
- Participated in national, regional, local college fairs and other public service events
- Traveled and recruited students from across the eastern seaboard of the United States

Career Planning and Placement Services - Interim Director – December 1994/June 1995

- Helped students identify their career goals, aspirations, talents, abilities, likes and dislikes
- Recruited potential employees to recruit students from our campus
- Maintained and updated the career library

ADDITIONAL EXPERIENCE:

THERMOCOPY – Account Executive

Knoxville, Tennessee – September 2005/July 2006

NEW HORIZONS COMPUTER LEARNING CENTER – Account Executive

Knoxville, Tennessee – October 2004/August 2005

Trish Carroll

1301 Pine Garden Lane
Knoxville, TN 37923

Work: 423-869-7775
Email: trish.carroll@lmunet.edu

Work Experience:

September 2009 – Present

**Assistant to the Director of Admissions, Duncan School of Law
Lincoln Memorial University Knoxville, TN**

- Promote the mission of Lincoln Memorial University to all faculty, staff, students and to the community at large
- Promote effective working relationships among faculty, staff and students
- Participate on university committees
- Greet and direct visitors, answer and direct telephone calls
- Coordinate travel arrangements, and coordinate the Director's calendar including meeting schedules and arrangements
- Provide office support (typing, filing, copying, etc.), open and sort mail, maintain records and files, operate and maintain office equipment, order and maintain office supplies
- Train and supervise work study students
- Assist in program planning and development
- Interpret, monitor, and analyze information regarding policies and procedures
- Reconcile month-end departmental budget
- Coordinate and assist in academic and/or staff personnel matters
- Assist in resolving problems that have a significant impact on the overall goals of the department
- Complete required institutional, program accreditation, and other reports necessary for the operation and advancement of University programs

July 2006-August 2009

**Benefits Administrator, Office of Human Resources
Lincoln Memorial University Harrogate, TN**

- Responsible for all benefit processes for University employees
- Develop and maintain the LMU Human Resources website
- Process all FMLA related forms
- Organize, conduct and assist with supervisory and employee training programs
- Process quarterly and year-end wage reports, assist in W-2 processing
- Create in-house Human Resources forms and maintain forms control system
- Responsible for set up of employee discounts with businesses (i.e. Biltmore Estates, Cingular Wireless, and AAA of Tennessee).
- Assist in employee recruitment and interviews
- Conduct and process exit interviews and terminations
- Maintain and process all forms related to group health and life insurance, including individual employee plans that are payroll deducted
- Maintain the retirement and supplemental retirement plans for the University
- Organize and conduct orientation programs for all new full-time personnel
- Organize and conduct employee educational meetings and communications regarding benefits
- Administer the Section 125 cafeteria plans
- Assist in the negotiation of group health, life and voluntary insurance plans
- Implement changes to benefit plans and management of plans
- Process all state and county taxes for University employee payrolls
- Process vendor invoices; assist with records retentions system
- Assist with the annual employee performance review system
- Complete required institutional and program accreditation reports and other reports necessary for the operation and advancement of the University
- Distribute employee related reports
- Maintain privacy and confidentiality at all times
- Update, print and distribute the Faculty/Staff Policy Manual
- Serve as back up to the Director of Human Resources, the Payroll Administrator, and the Employee Recruitment, Safety and Training Administrator

July 2004- June 2006

**Payroll & Benefits Administrator, Office of Human Resources
Lincoln Memorial University Harrogate, TN**

August 2003 – June 2004

**Administrative Assistant, Office of Human Resources
Lincoln Memorial University Harrogate, TN**

- Responsible for benefit and payroll processes for all University employees
- Serve as backup to Director of Human Resources
- Maintain and process all forms for workers compensation, FMLA and unemployment
- Responsible for updating, printing and distribution of the Faculty/Staff Policy Manual
- Update and distribute the Faculty/Staff Directory
- Organize, conduct and assist with supervisory and employee training programs
- Maintain and process all forms related to group health and life insurance, including individual employee plans that are payroll deducted
- Maintain the retirement and supplemental retirement plans for the University
- Assist in W-2 processing, quarterly and year-end reports
- Post all internal jobs
- Assist in employee recruitment and interviews
- Conduct and process exit interviews and terminations
- Conduct worker's compensation accident investigations
- Counsel employees in areas of performance and safety
- Conduct orientation programs for all personnel
- Organize and assist with employee education meetings and communications regarding benefits
- Conduct background checks
- Assist in the negotiation of group health, life and voluntary insurance plans
- Suggest changes to benefit plans and management of plans
- Process state and county taxes for University employee payrolls
- Assist with records retentions system
- Process leave plans
- Assist with the annual performance review system
- Complete required institutional and program accreditation reports and other reports necessary for the operation and advancement of the University
- Distribute employee related reports
- Maintain privacy and confidentiality at all times

November 1999 – July 2003

**On-site Supervisor/HR Generalist
Manpower @ Toyota Motors Georgetown, KY**

- Supervise employee base of +350 employees
- Maintained personnel files
- Assist in case preparation for unemployment hearings
- Assist in recruitment of temporary work force
- Coordinate and conduct new hire orientations
- Responsible for workers' compensation, unemployment and scheduling drug screens
- Monitored, coach and counsel employees in areas of performance and safety
- Coordinate, conduct and process terminations
- Coordinate and conduct training for teambuilding, sexual harassment, and other employee related issues
- Conduct service evaluations with TMMK Group Leaders and Managers
- Conduct worker's compensation accident investigations
- Process invoices for sub-contractors and vendors
- Coordinate and conduct quarterly Employee Roundtable meetings and semi-annual Employee Luncheons

February 1999-October 1999

**Customer Service Representative
Home Federal Bank Middlesboro, KY**

- Responsible for opening new IRA, Certificate of Deposit, savings, personal and business accounts
- Maintain Certificate of Deposit maturity notices and safe deposit boxes
- Process ATM and debit card applications
- Responsible for account file maintenance, check orders, customer service call, deposit verifications and balancing customer accounts

August 1997-February 1999 **ATM Coordinator/Customer Service Representative**
Peoples Bank & Trust **Berea, KY**

- Maintain, balance and stock ATM machines for all bank locations
- Process ATM/Debit card applications and card file maintenance
- Responsible for reporting charge-offs, deposit verifications and customer service
- Back-up for New Accounts department

November 1996-August 1997 **Resources Assistant**
Better Business Bureau **Lexington, KY**

- Process new company reliability reports; provided referral agencies to consumers
- Process consumer complaints
- Provide and create general advice reports on companies and various consumer topics
- Conducted monthly Economic Impact report

February 1991-August 1996 **New Accounts Representative/Loan Processor/Receptionist**
First Claiborne Bank **Maynardville, TN**

- Process Certificate of Deposits, IRA, savings, personal and business accounts
- Responsible for account file maintenance, check orders and deposit verifications
- Process commercial loans and credit reports
- Perform all receptionist duties

Affiliation:

October 2005- Society for Human Resource Management (SHRM)
October 2009

October 2006- College and University Professional Association for
October 2009 Human Resources (CUPA-HR)

Education:

Present **Tusculum College** **Morristown, TN Campus**

102 credit hours completed of Bachelor's Degree in Organizational
Management; degree completion Fall 2010

Skills:

Microsoft Word, Power Point, Excel, Outlook, FrontPage, Datatel,
Informet