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April 2, 2014

Her Excellency, Governor Margaret Wood Hassan  
And the Honorable Council  
State House  
Concord, NH 03301

REQUESTED ACTION

For consideration on the consent calendar, and pursuant to the provisions of NH RSA 4:8, Gifts to the State, authorize the Department of Education to accept a donation of \$135,000 in the form of waived annual fees (3 years @ \$45,000) for Esri GIS software for use statewide in all K-12 public and private schools. The licenses will be granted through an extension of the K-12 Statewide Education Site License Agreement between Esri and the Department of Education (Agreement Number 2010MSL7144) as amended through July 31, 2017.

EXPLANATION

In 2011, the Department of Education entered into a three year partnership with the Environmental Systems Research Institute (Esri) for the benefit of NH public and private schools. Under the conditions of the partnership, Esri would provide Geographic Information Systems (GIS) software, in the form of Esri's ArcGIS suite of tools, free to NH schools and districts. Since 2011, the Office of Educational Technology at the New Hampshire Department of Education has been working with the New Hampshire Educational GIS (NHedGIS) users group to manage and distribute Esri licenses to schools and districts. The group provides needed professional development and support for schools using the software suite or interested in using it with their students. The group is committed to continue to provide support and professional development through the extension period.

Respectfully Submitted,

Virginia M. Barry, PhD  
Commissioner of Education

Attachment





Amendment No. 1  
to  
K-12 Statewide Education Site License Agreement (Agreement)  
between  
Environmental Systems Research Institute, Inc. (Esri)  
and  
State of New Hampshire Department of Education (Institute)  
Agreement No. 2010MSL7144

In this Amendment No. 1 to the above-identified Agreement, the parties hereby mutually agree to supplement and/or modify in pertinent parts, the Agreement as follows:

**1. ARTICLE 3—SCOPE OF USE**

**3.1 Additional Uses Permitted.**

Delete 3.1 in its entirety and replace with the following:

- a. Institute may copy and Deploy the Educational Programs up to the quantity of licenses granted in Table A-1 of Appendix A, solely for teaching and research.
- b. Institute may copy and Deploy the Educational Program up to the quantity of licenses granted in Table A-2 of Appendix A solely for teaching.
- c. Institute shall inform each Licensee prior to Deployment of any Program listed in Table A-1 that the Program may only be used for teaching and research and not for any administrative or profit-generating activities.
- d. Institute shall inform each Licensee prior to Deployment of any Program listed in Table A-2, that the Program may be used solely for teaching and not for any research, administrative or profit-generating activities.
- e. Licensee may Deploy Educational Programs in virtualized computing environments.
- f. Institute may permit teaching and research staff of Licensees, coterminous with this Agreement and with each individual's tenure at the Site, to install and use the Programs on the individual's personal computer only for academic-related purposes (as described in Section 3.1 (a) and (b) above) in accordance with Section 3.2 below.
- g. Institute may permit registered students of Licensees, to access and use a version 10.x Concurrent Use license of the Desktop Educational Programs identified in Appendix A ("Concurrent Use License") on the students' personal computers while the students are connected to Licensee's secure network. In addition, Licensee may permit registered students to borrow a Concurrent Use License for use on a personal computer while disconnected from Licensee's secure network.
- h. Prior to Deployment to any Licensee the Institute does not have the authority to bind, Institute shall provide each such Licensee with a copy of the License Agreement and the K-12 School Acknowledgment Statement (Appendix C) and require that such Licensee return a signed Acknowledgment Statement to Institute. Institute agrees to provide Esri with a copy of the signed Acknowledgment Statement upon request.

**3.2 Uses Not Permitted.**

Delete 3.2 in its entirety and replace with the following:

- a. Institute shall not allow Authorized Users to use the Educational Programs listed in Table A-1 of Appendix A for any nonacademic, administrative, or commercial or profit-generating activities.
- b. Institute shall not allow Authorized Users to use the Educational Programs listed in Table A-2 of Appendix A for any nonacademic, administrative, research or commercial or profit-generating activities.
- c. Licensee shall not Deploy the Educational Programs to any of its other affiliated or sponsored locations, unless expressly included in this Agreement.
- d. Except for use in research or educational fieldwork where required by Licensee, or as permitted in Sections 3.1 (f) and 3.1 (g), Licensee shall not allow Authorized Users, or any other person or entity, affiliated or unaffiliated with Licensee, to remove digital copies of the Educational Programs from the Site.
- e. Licensee shall not redistribute Software activation number(s) or registration number/license authorization file(s) to students.
- f. Licensee shall not use, transfer, redistribute, Deploy, or permit use of Educational Programs by Authorized Users outside the United States without the prior written permission of Esri.

**2. ARTICLE 6—TERM AND TERMINATION**

Delete 6.1 Term in its entirety and replace with the following:

6.1 Term. This Agreement is an annual Term License. This annual term license will automatically renew for subsequent one (1) year terms through July 31, 2017, unless this Agreement is terminated earlier pursuant to the terms set forth in Section 6.2.

**3. APPENDIX A—EDUCATIONAL PROGRAMS**

Delete Appendix A in its entirety and replace with the attached updated Appendix A.

**4. APPENDIX C—K-12 ACKNOWLEDGMENT STATEMENT**

Delete Appendix C in its entirety and replace with the attached Appendix C.

Except as may be specifically modified by this Amendment No. 1, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and effective as of the last date written below.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
(Institute)

Signature: Virginia M. Barry  
 Printed Name: VIRGINIA M. BARRY  
 Title: Commissioner of Education  
 Date: 7/15/14

ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.  
(Esri)

Signature: Chris Johnson  
 Printed Name: Chris Johnson  
 Title: Manager, Commercial & Government Contracts  
 Date: 7/1/14

**APPENDIX A  
EDUCATIONAL PROGRAMS**

**Table A-1  
Teaching and Research Use Only**

Licensee may copy and Deploy Programs listed in Table A-1 for teaching and research only. No Administrative Uses are permitted.

Programs	Total Quantity/Seats
<b>ArcGIS for Desktop</b>	
ArcGIS for Desktop Advanced (Single and Concurrent Use)	Unlimited
ArcGIS for Desktop Standard (Single and Concurrent Use)	Unlimited
ArcGIS for Desktop Basic (Single and Concurrent Use)	Unlimited
ArcGIS 3D Analyst for Desktop (Single and Concurrent Use)	Unlimited
ArcGIS Data Interoperability for Desktop	Unlimited
ArcGIS Data Reviewer for Desktop (Single and Concurrent Use)	Unlimited
ArcGIS Geostatistical Analyst for Desktop (Single and Concurrent Use)	Unlimited
ArcGIS Network Analyst for Desktop (Single and Concurrent Use)	Unlimited
ArcGIS Spatial Analyst for Desktop (Single and Concurrent Use)	Unlimited
ArcGIS Tracking Analyst for Desktop (Single and Concurrent Use)	Unlimited
ArcGIS Workflow Manager for Desktop (Single and Concurrent Use)	Unlimited
ArcGIS Publisher (Single and Concurrent Use)	Unlimited
ArcGIS Schematics for Desktop (Single and Concurrent Use)	Unlimited
<b>ArcGIS for Server</b>	
ArcGIS for Server Enterprise Advanced (includes the following extensions: ArcGIS Schematics for Server, ArcGIS 3D Analyst for Server, ArcGIS Spatial Analyst for Server, ArcGIS Geostatistical Analyst for Server, ArcGIS Network Analyst for Server, ArcGIS Data Interoperability for Server)	Unlimited
ArcGIS for Server Workgroup Advanced (includes the following extensions: ArcGIS Schematics for Server, ArcGIS 3D Analyst for Server, ArcGIS Spatial Analyst for Server, ArcGIS Geostatistical Analyst for Server, ArcGIS Network Analyst for Server, ArcGIS Data Interoperability for Server)	Unlimited
ArcGIS Data Reviewer for Server	Unlimited
ArcGIS Workflow Manager for Server	Unlimited
ArcGIS Image Extension for Server	Unlimited
<b>Mobile GIS</b>	
ArcGIS for Windows Mobile	Unlimited
ArcGIS for Smartphones and Tablets	Unlimited
ArcPad	Unlimited
<b>Developer GIS</b>	
Esri Developer Network (EDN) (available by request only)	Unlimited
ArcGIS Web Mapping	Unlimited
ArcGIS Viewer for Flex	Unlimited
ArcGIS Viewer for Silverlight	Unlimited
<b>Online GIS</b>	
ArcGIS Online subscription with Esri Maps for Office	Quantity varies by Education Plan Level
<b>Specialized GIS</b>	
ArcGIS for Maritime: Bathymetry	Unlimited
ArcGIS for Maritime: Charting	Unlimited
Esri Aeronautical Solution	Unlimited
Esri Defense Mapping	Unlimited

**APPENDIX A  
EDUCATIONAL PROGRAMS**

Esri Production Mapping	Unlimited
Esri CityEngine Advanced	Unlimited
Esri Tracking Server (Software available by request only. Implementation Services are not included.)	Unlimited
<b>Esri Data Products</b>	
Census 2010	Unlimited
Esri Consumer Spending	Unlimited
Esri Tapestry Segmentation	Unlimited
Esri Updated Demographics	Unlimited
<b>Additional Benefits</b>	
GIS Specialists	10
Passes to the Esri International User Conference and Esri Education GIS Conference	10

**Table A-2  
Teaching Use Only (Programs in the Table below are by request only)**

Licensee may copy and Deploy Programs listed in Table A-2 up to the total quantity of licenses indicated below for teaching and student learning purposes only. No research or Administrative Uses are permitted.

<b>Programs</b>	<b>Total Quantity/Seats</b>
Esri Business Analyst (Desktop Premium, Server, Online Standard Plus & BAO API Basic)*	Unlimited
Community Analyst Standard Plus	Unlimited

\* Data licensed with Esri Business Analyst Premium and Esri Business Analyst Server is restricted for use only in conjunction with the respective Business Analyst extension.

**The lists above are subject to change should Esri commitments to third parties regarding licensed third-party technology included in Esri products prohibit or not provide redistribution rights in site licenses to Esri licensees.**

**FEES**

<b>Annual Fee</b>	<b>\$45,000.00 Waived*</b>
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\*Esri agrees to waive the Annual Fee through July 31, 2017. In exchange, Institute shall provide instruction to educators and staff, and support curriculum development to help its K-12 Schools (public and private) and school districts use GIS successfully. Institute shall provide Esri with a report in a mutually agreed upon format of the training and other services provided in lieu of the Annual Fee.

**The following is also included in the Annual Fee for the Site License:**

An unlimited Esri Virtual Campus Annual User License (Virtual Campus AUL) on the condition that the contract is current. The Virtual Campus AUL gives access to all asynchronous, self-study Virtual Campus courses. These are primarily technology courses in Esri Software.

To participate in the Virtual Campus AUL, the Primary Contact will need to fill out the Annual User License Activation form located at <http://training.esri.com/campus/license/activation/index.cfm>.

Once this online form is received, the account will be verified. Upon verification, a "master code" will be sent to the Primary Contact. That code will act as a password to Licensee's subscription page where the Primary Contact can generate individual course access codes for Licensee's students. The Primary Contact may appoint up to ten (10) teaching staff or other staff members to aid in issuing codes and agrees to notify Esri in writing whenever such appointments are made.

**APPENDIX C  
K-12 SCHOOL ACKNOWLEDGMENT STATEMENT**

Environmental Systems Research Institute, Inc. (Esri), and State of New Hampshire Department of Education ("Institute") have entered into an Education Site License Agreement ("Agreement"), identified as Agreement No. 2010MSL7144, for licensing of certain Esri Products. Institute has authorized K-12 Schools and school districts to access and use Educational Programs. K-12 School's and schools districts use of the Educational Programs is subject to Esri's General License Terms and Conditions, E204, and Exhibit 1, Scope of Use, E300 (collectively "the License Agreement") and the below additional requirement.

Accordingly, \_\_\_\_\_ ("K-12 School"), as a Licensee, represents it has received and read the License Agreement, and understands and agrees to be bound by the terms of the License Agreement and the below additional requirements for use of any Educational Programs provided by Institute to Licensee. Licensee agrees that Esri may pursue remedies against Licensee for material breach of the License Agreement or the below additional requirement.

**Additional Requirements:**

1. Licensee agrees to use Educational Programs solely for instructional and research purposes. No administrative uses are allowed under this agreement.
2. Licensee shall not use Educational Programs for any commercial or profit-generating activities.
3. Teaching and research staff of Licensee, coterminous with the Agreement and with each individual's tenure at the K-12 School, may install and use a copy of the Educational Programs on the individual's personal computer only for academic-related purposes.

**ACCEPTED AND AGREED:**

\_\_\_\_\_  
(Licensee)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_