Itasca Education Partnership (IEP)
Research Program
Loan Agreement

Participant Name _____   Software _____

University _____   Country _____

I, the IEP Participant named above, am a currently enrolled, full-time student. I accept the offer to participate in the Itasca Educational Partnership ("IEP") Program and, accept a loan of the Itasca software selected on my IEP application and noted on this agreement (collectively, "the Software").

In consideration of my participation in the IEP Program, I confirm that I agree to the following terms and conditions:

IEP Participation Terms and Conditions

1. I will use the Itasca Software solely for my education and IEP approved research at the University and not for any commercial or other non-education purpose.

2. I will not copy, modify or transfer the software, in whole or in part. Furthermore, I acknowledge I am responsible for preventing any unauthorized use of this copy of the software.

3. All software loans are to be sponsored by a faculty member, whose name and signature must appear on this document.

4. I assume responsibility for the selection of the software as well as the installation, use, and results obtained. Itasca assumes no liability whatsoever with respect to any use of the software or any damage or loss that may result from such use.

5. *FLAC, FLAC3D, UDEC, PFC2D, PFC3D* and *3DEC* are the exclusive property of Itasca. Itasca retains all rights to this software, and nothing in this agreement abridges these rights.

6. I will comply with all the terms and conditions of the End User License Agreement for the Itasca Software.

7. I will not take or send the Itasca Software, in any form or medium, outside the country in which the University is located. I understand, if I take or send the Itasca Software outside of the country in which the University is located, in breach of this agreement, I may violate U.S. law and be held personally accountable for that violation by the U.S. Government, including both civil and criminal penalties, and that such violation may also jeopardize my student visa (if any) and my ability to continue my studies in the University.

8. If a physical key is issued, I understand any taxes or duties associated with delivery of the software are my responsibility.

Itasca's Expectations of IEP Participants

1. Any opportunity for participation in research or other project involvement that utilizes the software and requires outside consultancy is to be communicated to your mentor and offered first to Itasca.

2. Itasca is to receive copies of the results of any analysis completed with the software, including, but not limited to, publications, research papers and dissertations.

3. Any publications utilizing the results obtained with this software should properly acknowledge Itasca and the software.

4. An annual report is due for each year of participation and a Final Report is due upon completion of the program.

5. If a physical key is issued, it must be returned to Itasca promptly upon completion of participation in the IEP Program. Failure to return key(s) to Itasca will result in a fee of $250.

Any breach of this agreement will result in termination of IEP Participation and deactivation of all software keys.

Itasca International, Inc. •111 Third Avenue South, Suite 450 • Minneapolis, MN 55401
Return signed form to:
education@itascacg.com

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Shaded Sections Will Be Completed by Itasca

The undersigned agrees to abide by all terms and conditions stated above and will fulfill all expectations listed.

Participant Printed Name			
Signature		Date	
Physical Mailing address		Discipline, Select One	___Civil ___Energy ___Mining ___Materials ___Environmental
Telephone #		Expected Graduation Date	
University Email		Home Email	
University Name			
Advisor	Printed Name		Email
	Signature		Date *(Day/Month/Year Format)*
Itasca Mentor		Software	

Itasca reserves the right to limit software made available at any time.