



National Council on
Compensation Insurance

Helen J. Westervelt
President
Regulatory Services Division

October 6, 2015

Texas Department of Insurance
333 Guadalupe Street
Austin, TX 78701

Re: **Agreement as to NCCI Materials**

Dear Texas Department of Insurance,

This letter shall confirm the agreement ("Agreement") between the National Council on Compensation Insurance, Inc. ("NCCI") and the Texas Department of Insurance ("TDI") regarding the posting of NCCI's copyrighted Forms and Rules ("NCCI Materials") on the TDI website for public comment.

Specifically, NCCI hereby grants TDI a non-exclusive, royalty free, non-transferable limited license to the NCCI Materials filed with TDI for the limited purpose of posting the filed NCCI Materials on the TDI website for the public comment period, and for no other purpose. TDI agrees to remove the NCCI Materials from the website within three (3) days of the close of the public comment period.

In connection with the license granted herein, TDI further agrees to the following:

1. NCCI Materials may not be modified, republished, displayed, distributed broadcasted, or posted in whole or in part, in hard copy form or electronically, for distribution or sale, except as expressly set forth in this Agreement.
2. The NCCI copyright notices, disclaimers, watermarks, company logo, or any other identifying mark as contained within the NCCI Materials, must be reproduced exactly as set forth on the original NCCI Materials provided to TDI, without removal, modification or alteration of any kind.
3. The NCCI Materials are provided "AS IS" for the purpose set forth herein. NCCI makes no representations or warranties relating to the NCCI Materials, and expressly disclaims all warranties of any kind including any express, statutory, or implied warranties, including the implied warranties of merchantability or fitness for a particular purpose.
4. NCCI does not assume any responsibility or liability for, or in any way acquiesce, endorse or approve of, any results, conclusions, analysis, opinions, views or decisions developed or derived from, on account of, or through TDI's use of the NCCI Materials for the purposes set forth herein.
5. The license granted under this Agreement shall commence on the date executed by TDI below and will continue for a period of one (1) year, thereafter automatically renewing for successive one (1) year periods unless terminated sooner by either party as set forth herein. Both NCCI and TDI shall have the right to terminate this Agreement at any time by providing the other party with seven (7) days prior written notice. Upon termination of this Agreement, all rights granted to TDI hereunder will immediately cease.

October 6, 2015
Page 2

This letter may be modified in writing at any time with the concurrence of both parties.

All notices permitted or required under this Agreement shall be hand delivered by national courier with such notice effective upon receipt. This letter represents the entire agreement between NCCI and TDI relating to the subject matter hereof and supersedes all prior written or oral discussions, understandings, or agreements.

Please indicate your acceptance of this Agreement by executing below and returning the executed Agreement to my attention. In the event you have any questions, please do not hesitate to contact me at 561-893-3357.

Sincerely,

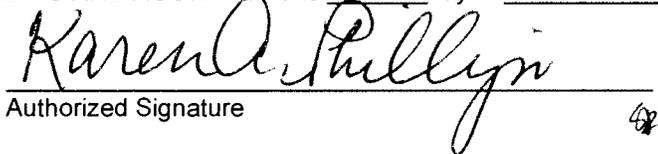


Helen J. Westervelt

TEXAS DEPARTMENT OF INSURANCE

AGREED TO AND ACCEPTED this 8 day of October, 2015.

By:


Authorized Signature

Karen A. Phillips
Printed Name

Title: Chief of Staff, Texas Department of Insurance