



**CHILD CARE CENTER & PRESCHOOL KITS
PROGRAM LICENSE AGREEMENT**

THIS AGREEMENT is made and entered into and effective this _____ day of _____, _____, by and between the Reading Foundation DBA **The Children’s Reading Foundation**, a nonprofit Washington corporation, hereinafter referred to as “*Foundation*” and _____ (organization), which is a (check one)

___ child care center/facility _____ (insert name, state),
___ preschool _____ (insert name, state) corporation,
___ school district _____ (insert name, state) corporation,
___ not for profit _____ (insert state) corporation, or
___ other association or entity _____

hereinafter referred to as “*Licensee*” for the purpose of providing training and licensing the use of the *Foundation’s* program known as **READY! for Kindergarten®** Child Care Center & Preschool Kits referred herein as **READY!®** or **READY!®** program.

WHEREAS, the *Foundation* offers the **READY!®** program which is a protected and proprietary program of the *Foundation* which the *Licensee* desires to utilize for the benefit of parents, caregivers, schools, and child care providers of children ages birth to 5; and

WHEREAS, the *Foundation* is willing to provide access to the **READY!®** program and its use by the *Licensee* to assist in achieving its goals of early literacy and school readiness, **NOW, THEREFORE**,

IN CONSIDERATION of the mutual covenants contained herein and other valuable consideration, the parties agree as follows:

I. PROPRIETARY INFORMATION

The **READY!**® program consists of proprietary information. The proprietary information is manifest through various **READY!**® program materials, such as documents, PowerPoint slide presentations, video clips, lessons, handouts, game boards, audio recordings, charts, graphs, incoming kindergarten targets, birth through 5 age-sequenced targets, and/or other documents and items utilized in the presentation of the **READY!**® program. The **READY!**® program materials are subject to copyright and trademark restrictions.

II. GRANTING OF NON-EXCLUSIVE LICENSE

With the signed and completed Program License Agreement form, the *Foundation* does hereby grant a non-exclusive license to the *Licensee* for utilization of the **READY!**® for Kindergarten Child Care Center & Preschool Kits, including the use of resources, tools, logo and all other documents and materials incident to the **READY!**® program in conjunction with providing, other caregivers, preschool teachers, and/or child care providers with learning materials. The license granted herein allows use of the **READY!**® program within the terms of this Agreement.

III. RESPONSIBILITIES OF THE FOUNDATION

The *Foundation* shall provide:

(1) *Kits*. Provide resource notebook and tools in support of each kits purchased. Two kits are currently available: Math & Reasoning; and Language & Literacy and Social & Emotional. . . **Prices do not include shipping or handling**. Orders to AK and HI should contact **READY!**® for accurate shipping information.

(2) *Training*. Upon receipt of the signed Program License Agreement an account will be set up allowing the Licensee to purchase Child Care Center & Preschool Kits. Training is available through the National **READY!**® Headquarters in Kennewick, Washington, once a year. The License Agreement allows one person to attend training at no charge. Additional attendees are \$150.00 each.

(3) *Child Care Provider & Preschool Kits and Materials*. Provide participant materials (Resource Notebook and age-appropriate learning tools, **READY!** Age Level Targets and Continuums) at a cost of \$199 per kit (two kits available, each kit serving up to three children). Additional Resource Notebooks are \$10 each. **Prices do not include shipping or handling** and are subject to change.

(4) *Support Services*. The *Foundation* will provide additional **READY!**® program

support services by phone and email at:

Phone: (509) 396-7700

Email: info@readyforkindergarten.org

(5) *Updated Materials.* The *Foundation* will continue to update its **READY!**® program materials as new, credible research on early learning becomes available, or as adjustments to the kits require.

IV. RESPONSIBILITIES OF THE LICENSEE

The *Licensee* shall at its sole expense and responsibility:

(1) Select, hire, train, and be solely responsible for the supervision and compensation any providers and/or teachers necessary for the implementation of the **READY!**® program.

(2) The *Licensee* shall be solely responsible for the conduct, content, and supervision of the implementation of the materials at its designated locations.

(3) The *Licensee* will order materials online with purchase orders or by credit card.

(4) The *Licensee* shall secure all permits, licenses, and consents necessary for the presentation of the **READY!**® materials and shall comply with all city, state, and federal rules, regulations, and statutes which apply to the presentation of these lessons at the locations selected by the *Licensee*.

(5) The *Licensee* shall be responsible to pay timely all amounts due under this contract and shall pay any sale or use taxes due on said sums. Interest shall be charged at the rate of 1% per month commencing 60 days after the date of the *Foundation's* invoice.

(6) The *Licensee* recognizes that the **READY!**® program consists of proprietary information of the *Foundation*. Accordingly, *Licensee* shall utilize the **READY!**® program materials and marketing and promotional materials in a manner that protects *Foundation's* proprietary information and shall not misappropriate any of the **READY!**® program materials or portions thereof. *Licensee* agrees not to copy, alter, reproduce, or create derivatives of the **READY!**® program materials nor marketing and promotional materials or portions thereof. The unauthorized use of any of the *Foundation's* proprietary information or materials by the *Licensee*

or any of its participants in these training sessions shall be deemed a violation of the Uniform Trade Secrets Act (RCW 19.108) and shall entitle the *Foundation* to seek all remedies provided by law, including injunctive relief without the necessity of posting bond. The *Foundation* shall also be entitled to all such legal remedies as may be available in law or equity for the protection of its proprietary information and materials. The *Foundation* grants permission for the *Licensee* to use its trademarked **READY! for Kindergarten®** logo, for the purpose of advertising and promoting their facility and **READY!®** offerings.. *Licensee* shall adhere to the *Foundation's* Stylebook and Branding Guide.

(7) The *Licensee* shall, prior to the release of any of the *Foundation's* proprietary information as a result of a Subpoena or Public Records Request, provide the *Foundation* at least ten (10) business days prior written notice of the pending release and to reasonably cooperate with any legal action which may be initiated by the *Foundation* to enjoin or otherwise prevent such release.

V. PRICING AND SHIPMENT

In the event of an increase in the cost of materials provided in Section III above, the *Foundation* may, upon advanced notice, make annual adjustments of the prices of kits, materials and shipping costs. Materials may be picked up on-site at the *Foundation* by the *Licensee* subject to a 5% handling fee, or shipped to the *Licensee* at its request subject to **current shipping and handling fees**. (Contact us to get current fee information). Any special or express orders or shipments inside or outside of the Continental United States may require an additional cost. Payment will be invoiced by the *Foundation* to the *Licensee* upon shipment of the order and will be due within 30 days of receipt of invoice. Any invoice not paid within sixty (60) days of the date is due shall be delinquent and shall be subject to a one percent (1%) interest charge per month.

VI. TERM

This Agreement shall commence on the date first written above. This Agreement shall automatically renew (at no additional fee) each year thereafter, unless either party gives written notice of termination as provided below. Either party may, during the term of this Agreement, elect to terminate this Agreement, without cause, by providing written notice of their intent to terminate, or non-renew this Agreement four (4) months prior to the intended termination date.

The *Foundation* may terminate this Agreement upon notice to *Licensee* of an unresolved violation by *Licensee* of any of the terms of this Agreement.

VII. GENERAL PROVISIONS

For the purpose of this Agreement, time is of the essence. This Agreement may not be assigned nor transferred by the *Licensee* without the prior written consent of the *Foundation*. In the unlikely event any dispute arises concerning the breach, interpretation, or enforcement of this Agreement, including the protection of the *Foundation's* proprietary information, venue shall be placed in Benton County, Washington, subject to the laws of the State of Washington, with the parties, hereby waiving their right to a trial by jury, and the prevailing party shall be awarded its attorney's fees and costs as additional judgment against the other party. Except for any legal action necessary for the protection of the *Foundation's* proprietary information, the parties shall first meet in a good faith attempt to resolve the dispute, and all unresolved disputes shall be resolved by binding arbitration pursuant to RCW 7.04A with each party waiving their right to a trial by jury upon De Novo appeal, and further agreeing that the substantially prevailing party shall be awarded its attorney's fees and costs as additional award and judgment against the other party.

DATED this ____ day of _____, _____

By Licensee: _____
(signature)

(name and title)

(organization name)

By Foundation: _____
National READY! for Kindergarten Representative
THE CHILDREN'S READING FOUNDATION