



PROGRAM LICENSE AGREEMENT

THIS AGREEMENT is made and entered into and effective this [REDACTED] [REDACTED], 20[REDACTED] by and between **The Children’s Reading Foundation**, a non-profit Washington corporation, hereinafter referred to as “*Foundation*” and [REDACTED] located at: [REDACTED], hereinafter referred to as “*Licensee*” for the purpose of providing workshops and licensing the use of the *Foundation’s* programs known as **READY! for Kindergarten®** (READY! for Kindergarten Parent Workshops, READY! for Math, READY! at Child Care & Preschools) referred herein as **READY!®** programs.

WHEREAS, the *Foundation* offers the **READY!®** programs which are protected and proprietary programs of the *Foundation* which the *Licensee* desires to utilize for the benefit of parents, caregivers and child care providers of children ages birth to five; and

WHEREAS, the *Foundation* is willing to provide access to the **READY!®** programs 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!®** programs consist of proprietary information. The proprietary information is manifest through various **READY!®** program materials, such as documents, presentation slides, video clips, lessons, handouts, game boards, audio recordings, charts, graphs, incoming kindergarten targets, birth through five age-sequenced targets, and/or other documents and items utilized in the presentation of the **READY!®** programs. The **READY!®** program materials are subject to copyright and trademark restrictions.

II. GRANTING OF NON-EXCLUSIVE LICENSE / LICENSE FEE

- (1) For a onetime fee of \$340 (to be included with the signed and completed Program License Agreement form), the Foundation does hereby grant a non-exclusive license to the Licensee for utilization of one or more of the **READY!®** programs, (READY! for Kindergarten; READY! for Math, READY! at Child Care & Preschools, READY! Social & Emotional Learning) including the use of curricula, handouts, logos and all other documents and materials incident to the **READY!®** programs in conjunction with providing parents, caregivers, and/or child care providers and preschool teachers

with learning materials. The license granted herein allows use of the READY!® programs curricula within the terms of this Agreement.

The *Foundation* shall provide:

III. RESPONSIBILITIES OF THE FOUNDATION

(1) *READY! for Kindergarten Curriculum*: Provide individual lessons and teaching materials in support of each of the age groups which are, newborn to one, one to two, two to three, three to four, and four to five years of age. The *Foundation* shall make the individual lessons and teaching materials for each age group available to download prior to the initial starting date of each workshop session and within 7 business days of receipt of order. If *Licensee* decides to purchase additional teaching materials, they will be shipped within 7 business days of receipt of order, unless otherwise requested. Prices are subject to change and should be consulted with The *Foundation*. Prices do not include shipping or handling.

(2) *READY! for Kindergarten Parent Kits and First Time Participant Materials*. Provide participant materials (handouts and age appropriate learning aids) at a cost of \$68.50 per kit per session (three total sessions - Fall, Winter and Spring). Provide first-time participant Orientation kits (notebook, handouts, **READY!**® Age Level Targets© and Continuums©, game board and number/alphabet strips) at \$24.00 per kit. Prices do not include shipping or handling and are subject to change.

(3) *Child Care and Preschool Kits and Materials*. Provide participant materials (Resource Notebook and age-appropriate learning aids, **READY!** Age Level Targets and Continuums, game boards, and number/alphabet strips) at a cost of \$199 per kit per workshop (two total workshops, each kit serves a family or small group child care or preschool program or up to three children in center settings). Prices do not include shipping or handling and are subject to change.

(4) *READY! for Math Kits and Materials*. Provide participant materials (Kit and appropriate learning aids, **READY!** for Math Skill Continuums) at a cost of \$68.50 per kit (one single session). Prices do not include shipping or handling and are subject to change.

(5) *READY! for Social and Emotional Learning*. Provide participant materials (Kit and appropriate learning aids) at a cost of \$70.00 per kit (one single session). Prices do not include shipping or handling and are subject to change.

(6) *Facilitator Training*. Upon receipt of the signed Program License Agreement, a **READY!** for Kindergarten Director's Guide and/or operational and other program information as relevant to the program purchased will be sent to *Licensee*. Training for directors and/or facilitators is required the first year and highly encouraged the subsequent years for as long as the *Licensee* continues providing **READY!**® workshops. The License Fee allows one person to attend the annual training at no charge the first year after this license is signed. Additional attendees fee to the annual training to be determined when and if a conference is

announced. *Licensee* can contract individualized training for their facilitators. Contact The *Foundation* for more information about online and face to face training options. The National office may also provide contact information for the nearest **READY!**[®] workshops if the *Licensee* is interested in observing a workshop or facilitator training on site.

(7) *Support Services*. The *Foundation* will provide additional **READY!**[®] program support services by phone and email at:

Phone: (509) 396-7700

Email: info@readyforkindergarten.org

(8) *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 presentations require. These may include new video segments, improved activities and learning materials.

(9) *Data Resources*. The *Foundation* shall provide sample **READY!**[®] program documents and guidelines for collecting data, including an entering kindergarten assessment, parent surveys, on-line registration system, and workshop evaluations.

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 of facilitators necessary for the presentation of the **READY!**[®] programs.

(2) Schedule, provide, and furnish facilities for the presentation of the **READY!**[®] workshops in a location of sufficient size, seating, temperature, and lighting and in a clean and orderly condition if in person. Should local, county, state, or school districts impart specific regulations regarding social distancing; remote learning only, Licensee will follow such regulations.

(3) Schedule and provide the proper online venue for the presentation of the **READY!**[®] workshops if necessary.

(4) The *Licensee* shall be solely responsible for the conduct, content, and supervision of the presentation of the workshops at its designated locations.

(5) The *Licensee* will order materials online with purchase orders or by credit card prior to the start of workshops identifying numbers of Parent kits and materials needed by season and age group. Dates of scheduled workshops provided allow a sufficient opportunity for the *Foundation* to gather and package the participant materials required for each workshop presentation.

(6) The *Licensee* shall provide all notification, advertising, and invitations to parents including determination of eligibility, as well as provisions for access to the facility, refreshments, restrooms, and parking.

(7) The *Licensee* may arrange for child care services for parents attending the READY!® workshops, if in person.

(8) The *Licensee* shall follow the program guidelines in presenting the age appropriate lessons to the attendees and shall not modify, supplement, or delete materials or content of the program without the prior written consent of *The Foundation*.

(9) The *Licensee* may administer data collection documents, including parent surveys, registration demographics, and workshop evaluations for its own purpose and of its own design and provide samples, data and other information to the Foundation as requested.

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

(11) 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.

(12) The *Licensee* recognizes that the **READY!®** program consists of proprietary information from the Foundation. Accordingly, Licensee shall utilize the **READY!®** program materials and marketing and promotional materials in a manner that protects the 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!®** materials and 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 the workshops 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 logos, including **READY!®** and **READY! for Kindergarten®** for the purpose of advertising and promoting the workshops and in follow-up materials related to technical support and reporting. Permission is granted to use the Kindergarten Readiness Assessment, Parent Survey, Parent Workshop Evaluation, and Request for Family Information/Demographics, designed by the Foundation, as needed during the implementation of the program. Licensee shall adhere to the Foundation's Stylebook and Branding Guide.

(13) 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

The *Foundation* may, with advanced notice, make annual adjustments of the prices of kits, materials and shipping costs for those materials provided in Section III above. Materials shall be ordered in a timely manner prior to each session providing for sufficient time for delivery prior to the start of workshops. The *Licensee* shall hereafter order first time participant materials and parent kits online. The terms of said purchase orders shall not supersede the terms of this agreement. Parent kits and Orientation 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 three (3) 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.

VIII. TERRITORY

Licensee will confirm with Licensor in writing at the time of purchase of materials the school districts and/or towns where they will deliver **READY!®**. Licensee agrees to not implement a **READY!®** program where Licensee already has an established **READY!®** program.

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 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

Title

DATED this _____ day of _____, _____

By Foundation: _____
Kristin Norell, CEO
THE CHILDREN'S READING FOUNDATION

PLEASE Return by Mail for countersignature to :

READY! for Kindergarten
515 West Entiat Avenue
Kennewick, WA 99336

Or by Email to:
info@readyforkindergarten.org
kristin@readingfoundation.org