



PROGRAM LICENSE AGREEMENT

THIS AGREEMENT is made and entered into and effective this, _____ of 20 _____ by and between **The Children’s Reading Foundation**, a non-profit Washington corporation, hereinafter referred to as “*Foundation*” and _____ located at: _____, hereinafter referred to as “*Licensee*” for the purpose of licensing the use of the *Foundation’s* programs known as **READY! for Kindergarten**® (including READY! for Kindergarten Parent workshops series, READY! for Math, READY! at Child Care & Preschools and READY! for Kindergarten Social & Emotional Learning) referred herein as **READY!**® programs through in-person and online workshops.

WHEREAS the *Foundation* offers the **READY!**® programs which are protected and proprietary programs of the *Foundation* which the *Licensee* desires to utilize within their community 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, presentation slides, facilitator notes, parent handouts, e-learning modules, video clips, lessons, handouts, game boards, audio recordings, charts, graphs, incoming kindergarten assessment samples, 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

For a onetime fee of \$500, paid at the time of signature and completion of the Program License Agreement (whether on paper or via an electronic document), the *Foundation* does hereby grant a non-exclusive license to the *Licensee* for utilization of one or more of the **READY!**® programs including the use of curricula, parent handouts, logos, and all other documents and

materials incident to the delivery of **READY!**[®] programs by providing parents, caregivers, and/or childcare providers and preschool teachers with learning workshops and tools conducted either in person or through e-learning. The license granted herein allows use of the **READY!**[®] programs curricula within the terms of this Agreement.

III. RESPONSIBILITIES OF THE FOUNDATION

(1) *READY! for Kindergarten Programs Curriculum*: Provide *Licensee* access to individual presentations and teaching materials to support all aspects of the **READY!**[®] programs. The *Foundation* shall provide *Licensee* with access to the individual presentations, teaching materials and e-learning platform for each program that is purchased prior to the initial starting date of each workshop session and within seven (7) business days of receipt of *Licensee's* order. If *Licensee* decides to purchase additional materials, they will be shipped within seven (7) business days of receipt of *Licensee's* order, unless otherwise requested. The *Foundation* reserves the right to review and change prices annually. Any pricing changes will be communicated to licensees no less than thirty (30) days prior to implementation. Prices do not include shipping or handling.

(2) *READY! for Kindergarten Parent Workshops Kits and First Time Participant Materials*. Provide *Licensee* participant materials (handouts and age-appropriate learning aids) at a cost of \$75.00 per kit per session for three total sessions, Part 1, Part 2, and Part 3, per year. Provide *Licensee* first-time participant Orientation kits (notebook including handouts, **READY!**[®] Age Level Targets[©] and Continuums[©], game board and number/alphabet strips) at \$30.00 per kit. Prices do not include shipping or handling and are subject to change.

(3) *Child Care and Preschool Kits and Materials*. Provide *Licensee* participant materials (Resource Notebook and classroom learning aids) at a cost of \$215 per kit, per workshop. There are two total workshops, and each kit serves a small group in a family or center-based child care or preschool settings). Prices do not include shipping or handling and are subject to change.

(4) *READY! for Math Kits and Materials*. Provide *Licensee* participant materials (Kit and appropriate learning aids) at a cost of \$75.00 per kit. One kit shall be provided during the one-time workshop. Prices do not include shipping or handling and are subject to change.

(5) *READY! for Kindergarten Social and Emotional Learning*. Provide *Licensee* with participant materials (Kit and appropriate learning aids) at a cost of \$75.00 per kit. One kit shall be provided during the one-time workshop. 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 made available to *Licensee*. Training for directors and/or facilitators is required the first year and highly encouraged the subsequent years as long as the *Licensee* continues providing **READY!**[®] workshops. The License Fee allows one person to attend an in-person training at no charge the first year after this license is signed when and if a conference is offered. Fees for additional attendees shall be determined and communicated at the time of the annual training. The *Licensee* can contract for individualized training for their facilitators. Contact the *Foundation* for more information about online and face-to-face training options.

(7) *READY! for Kindergarten Learning Management System*. The *Foundation* will provide *Licensee* access to a Learning Management System (LMS.) *Licensee* will manage workshop participants' access to self-paced asynchronous **READY!**[®] workshops. *Licensee* shall request access to the platform for the number of families served each year. Such number should closely correlate to the number of kits purchased during the year.

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

Phone: (509) 396-7700,

Email: info@readyforkindergarten.org

(9) *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.

(10) *Data Resources*. The *Foundation* shall provide sample **READY!**[®] program documents and guidelines for collecting data, 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 in-person presentation of the **READY!**[®] programs.

(2) Schedule, provide, and furnish facilities for the presentation of the in-person **READY!**[®] workshops in a location of sufficient size, seating, temperature, and lighting and in a clean and orderly condition. 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 software for the presentation of the **READY!**[®] workshops if necessary.

(4) The *Licensee* shall be solely responsible for the facilitator conduct, content fidelity, 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 Part and age group. An annual renewal purchase of kits is required to maintain the License unless otherwise agreed to in writing. The *Licensee* shall communicate the dates of the scheduled workshops within 30 days in order to allow the *Foundation* a sufficient opportunity to gather and package the participant materials required for each workshop presentation. At every **READY!**[®] workshop, each family will receive the appropriate Age Level kit(s) and corresponding training. No workshops shall be conducted providing only the tools without training nor the training without tools.

(6) The *Licensee* shall provide all notification, advertising, and invitations to parents including determination of eligibility, as well as instructions to access the facility, refreshments, restrooms, and parking for in-person workshops. The *Licensee* shall provide all notification, advertising, and training to parents for access to the e-learning platform.

(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* if requested.

(10) The *Licensee* shall secure all permits, licenses, insurance, and consents necessary for the presentation of the **READY!**[®] workshops, and associated services, 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 one percent (1%) per month commencing sixty (60) days after the date of the *Foundation's* invoice. Furthermore, if *Licensee* fails to make payment within ninety (90) days of the stated due date, the *Foundation* shall have the right to revoke all licenses granted under this Agreement, including the disabling of access to any e-learning platforms and lessons repositories.

(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. *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 advance 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 sufficient time for delivery prior to the start of workshops. The *Licensee* shall hereafter order first time participant materials and parent kits online. Parent kits and Orientation materials may be picked up on-site at the *Foundation* by the *Licensee* subject to a five percent (5%) handling fee or shipped to the *Licensee* at its request subject to **current shipping and handling fees**. Contact the *Foundation* 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 thirty (30) days from the date of invoice. Any

invoice not paid within sixty (60) days of the due date shall be delinquent and shall be subject to a one percent (1%) interest charge per month. Furthermore, if *Licensee* fails to make payment within ninety (90) days of the stated due date, the *Foundation* shall have the right to revoke all licenses granted under this Agreement, including the disabling of access to any e-learning platforms and lessons repositories.

VI. TERM

This Agreement shall commence on the date first written above. *Licensee* shall renew this license annually (at no additional fee) when prompted while using the **READY!**[®] website. If *Licensee* fails to respond to the *Foundation* when prompted using the **READY!**[®] website, for a period of twelve (12) months, the license shall be terminated immediately and *Licensee* shall be notified of such in writing. *Licensee* is bound by all Proprietary Information restrictions even after termination and as long as the *Foundation* is active and operating. The *Foundation* has the right to limit or adjust access to *Licensee's* account as needed. Either party may, during the term of this Agreement, elect to terminate this Agreement, without cause, by providing written notice to the other party of their intent to terminate three (3) months prior to the intended termination date.

The *Foundation* may terminate this Agreement upon written notice to *Licensee* in the event of a material breach if the *Licensee* fails to cure the breach within seven (7) calendar days. The *Foundation* shall have the right to pursue all available remedies available under the law.

VII. TERRITORY

Licensee will confirm with *Foundation* 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 in a location which already has an established **READY!**[®] program.

VIII. 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. 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. All unresolved disputes shall be resolved by binding arbitration pursuant to RCW 7.04A. The Parties agree that the substantially prevailing party shall be awarded its reasonable attorney's fees and costs as additional award.

DATED this _____ of _____, 20____.

By *Licensee*:

Signature

Name

Title

DATED this _____ of _____, 20____.

By the *Foundation*:

Kristin Norell, CEO

THE CHILDREN'S READING FOUNDATION

PLEASE Return for countersignature to:

info@readyforkindergarten.org

kristin@readingfoundation.org