



## 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 non-profit Washington corporation, hereinafter referred to as “*Foundation*” and \_\_\_\_\_ (organization), which is a (check one)

\_\_\_\_\_ 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®** 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 and child care providers of children ages birth to five; 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 five 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

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 the **READY!**® program, including the use of curriculum, handouts, logos and all other documents and materials incident to the **READY!**® program in conjunction with providing parents, caregivers, and/or child care providers with learning materials. The license granted herein allows use of the **READY!**® program curriculum within the terms of this Agreement.

## III. RESPONSIBILITIES OF THE FOUNDATION

The *Foundation* shall provide:

(1) *Curriculum*. Provide individual lesson plans 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 available the individual lesson plans and teaching materials for each age group prior to the initial starting date of each class session and will be shipped within 7 business days of receipt of order based on material availability. **Prices do not include shipping or handling**. Orders to AK and HI should contact the warehouse for accurate shipping information.

(2) *Instructor/Facilitator Training*. Upon receipt of the signed Program License Agreement and \$340 licensing fee, a Director's Guide, training DVDs, and operational and other program information will be sent to *Licensee*. Training for directors and instructor/facilitators is available at the National **READY!**® Headquarters in Kennewick, Washington, once a year. The License Fee allows one person to attend training at no charge. Additional attendees are \$150.00 each. The National office may also provide contact information for the nearest **READY!**® classes if the *Licensee* is interested in observing a class or instructor training on site.

(3) *Parent Kits and First Time Participant Materials*. Provide participant materials (handouts and age appropriate learning aids) at a cost of \$60.00 per participant per session (three total sessions-Fall, Winter and Spring). In addition, first-time participant Orientation materials (notebook, handouts, **READY!**® program Age Level Targets© and Continuums©, game board and number/alphabet strips) are \$24.00 per participant. **Prices do not include shipping or handling** and are subject to change.

(4) *Child Care Provider 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 tool kit per session (two total sessions, 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.

(5) *Support Services*. The *Foundation* will provide additional **READY!**<sup>®</sup> program support services by phone and email at:

Phone: (509) 396-7700

Email: info@readyforkindergarten.org

(6) *Updated Materials*. The *Foundation* will continue to update its **READY!**<sup>®</sup> program materials as new, credible research on early learning becomes available, or as adjustments to the course presentations require. These may include new video segments, improved activities and learning materials.

(7) *Data Resources*. The *Foundation* shall provide sample **READY!**<sup>®</sup> program documents and guidelines for collecting data, including an entering kindergarten assessment, parent surveys, on-line registration system, and class 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 instructors necessary for the presentation of the **READY!**<sup>®</sup> program.

(2) Schedule, provide, and furnish facilities for the presentation of the **READY!**<sup>®</sup> program lessons in a location of sufficient size, seating, temperature, and lighting and in a clean and orderly condition.

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

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

(5) 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.

(6) The *Licensee* may arrange for child care services for parents attending the **READY!**<sup>®</sup> program classes.

(7) The *Licensee* shall follow the course 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*.

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

(9) The *Licensee* shall secure all permits, licenses, and consents necessary for the presentation of the **READY!**® lessons 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*.

(10) 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.

(11) 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 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 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 logos, including **READY!**® and **READY! for Kindergarten**® for the purpose of advertising and promoting the classes and in follow-up materials related to technical support and reporting. Permission is granted to use the Kindergarten Readiness Assessment, Parent Survey, Parent Class 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.

(12) 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 shall be ordered in a timely manner prior to each session providing for sufficient time for delivery prior to the start of classes. 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 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**

**PLEASE MAIL SIGNED ORIGINAL and \$340 FEE TO:**

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