

Terms of Use for National Board's Professional Learning Facilitator Materials ("Agreement")

WHEREAS, National Board for Professional Teaching Standards, Inc. ("National Board") administers National Board Certification for eligible teacher candidates;

WHEREAS, National Board has developed materials to assist candidate support providers in helping candidates prepare for National Board Certification;

WHEREAS, National Board has licensed certain portions of the materials from National Education Association (i.e. Foundations);

WHEREAS, National Board wishes to grant a license to Licensee to use the materials in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee and National Board agree as follows:

I. Grant of License

A. National Board hereby grants to Licensee, in accordance with the terms and conditions of this Agreement, a limited, nonexclusive, royalty-free, non-transferrable license to use, reproduce, and distribute National Board's electronic and print candidate support materials] consisting of training materials, templates, modules, checklists, and other documents ("Candidate Support Materials ") for the limited purpose of helping candidates or pre-candidates prepare for National Board Certification.

B. Licensee may not remove or alter any trademarks and logos appearing on the Candidate Support Materials or alter or remove any copyright or trademark notices referenced in the Candidate Support Materials.

C. The license grant under Section I(A) shall include the right to incorporate the Candidate Support Materials, in whole or in part, into Licensee's own program materials as long as Licensee does not alter the content appearing in the portions used..

D. Licensee shall not create any derivative works from the Candidate Support Materials.

II. Ownership of Materials

All right, title and interest in the Candidate Support Materials are owned by National Board or its licensor National Education Association. Licensee agrees that nothing in this Agreement shall

give Licensee any right, title, or interest in the Candidate Support Materials other than the right to use the Candidate Support Materials in accordance with this Agreement.

### III. Term and Termination

#### A. Term and Termination

The term of this Agreement shall be one (1) year as of the Effective Date. National Board may terminate this Agreement earlier for cause by giving Licensee written notice. Licensee may renew the Agreement for additional one year terms upon giving National Board written notice at least thirty (30) days before the end of the current term.

#### B. Effect of Termination

Upon termination of the Agreement for any reason, the license granted under this Agreement shall cease, and the Candidate Support Materials shall be promptly destroyed or returned by Licensee to National Board.

### IV. Representations and Warranties

1. Licensee represents and warrants that it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or incorporation.
2. Licensee represents and warrants that it has the corporate and/or other legal capacity and authority and power to execute, deliver, and perform its obligations under this Agreement and any other document relating hereto to which it is a party, and has taken all necessary action to authorize such execution, delivery and performance.
3. Licensee represents and warrants that it is under no contractual impediments which would in any way impair or limit its ability to enter into this Agreement.
4. Licensee represents and warrants that it will only use the Candidate Support Materials to provide support to National Board candidates or pre-candidates for teacher certification.

### V. Disclaimer of Warranty

National Board makes no representation or warranty as to the ability of the Candidate Support Materials to increase the chances of achieving National Board Certification.

VI. Indemnification

Licensee covenants and agrees to indemnify and hold harmless National Board, its successors, assigns, employees, officers, directors, and agents, from and against any claims, actions or causes of action, damages, injuries, penalties, fines, assessments, attorney fees, or other cost or expense arising out of any use of the Materials that is not expressly permitted under this Agreement.

VII. Severability

If any portion or portions of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

VIII. Entire Agreement

The entire agreement between National Board and Licensee is embodied herein. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No oral warranties, representations or promises have been made or relied upon by either party as an inducement to or modification of this Agreement. This Agreement may be modified only by the written agreement of the National Board and Licensee.

IX. Governing Law and Venue

This Agreement shall be subject to and governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts of law provisions. Any action to enforce rights and obligations arising from or relating to the subject of this Agreement shall be brought only in the state and federal courts in the Commonwealth of Virginia. Licensee expressly agrees that it is subject to the venue and jurisdiction of the state and federal courts in the Commonwealth of Virginia.

X. Agreement to Terms of Use

By checking the following box, Licensee acknowledges that it has read this Agreement and agrees to be bound by all of its terms and conditions.