

PRINTED MATERIAL DISTRIBUTION AGREEMENT FOR EDUCATIONAL ORGANIZATIONS
Moving Up! Literacy™, Moving Up! Mathematics™, ¡Avanzando! Lectura™, ¡Avanzando! Matemáticas™
and DIBELS 8th Edition Products

The University of Oregon, a public institution of higher education (“UO”) and Institution (“Purchaser”) agree as follows: UO has developed, through efforts in its Center on Teaching and Learning (“CTL”), instructional and assessment materials for mathematics, reading and scientific literacy for students in kindergarten through eighth grade. To further its educational outreach activities, UO wishes other parties to have access to and implement *Moving Up! Literacy* products including *Enhanced Core Reading Instruction*, *Read Aloud!: Developing Scientific Literacy - Small Group*, and *Read Aloud!: Developing Narrative and Scientific Literacy – Whole Group*; *Moving Up! Mathematics* products including *Early Learning in Mathematics*, *Whole Number Foundations Level K*, and *Whole Number Foundations Level 1*; *¡Avanzando!* products including *Aprendizaje Temprano de las Matemáticas*, *Fundamentos de los Números Enteros: Nivel K*, and *Fundamentos de los Números Enteros: Nivel 1*; and DIBELS 8th Edition products (“Works”). Purchaser is an education institution that desires access to pre-printed copies of the Works for distribution and use of the Works by its students, teachers, administrators, and employees.

1. Definitions. “Agreement” means this Distribution Agreement. “Effective Date” means the date upon which Purchaser issues a Purchase Order for or pays the Purchase Fee to UO. “Purchase Fee” means the total amount due by Purchaser under this Agreement for the number of copies Purchaser has ordered through the CTL Marketplace, including printing and shipping.

2. Order Terms. On the Effective Date, and provided that Purchaser complies with the terms of this Agreement, UO will print and ship copies of the Works Purchaser has ordered to Purchaser at the address Purchaser has indicated in their order. Unless otherwise specified in the Works, Purchaser may not make copies of the Works or any part thereof. Purchaser acquires no proprietary interest in the Works, except those transferred as part of Section 17 U.S.C. 109(a) of U.S. for any particular copies of the Works. Purchaser shall not remove or obscure rights management markings, such as copyright notices, from the Works.

3. Payment. Purchaser shall pay to UO the Purchase Fee through the CTL Marketplace or as set forth in the Invoice provided by CTL to Purchaser, due and payable upon placing the order on the CTL Marketplace or invoicing, as applicable. Should payment not be received from Purchaser within ninety (90) days of CTL invoicing Purchaser, or Purchaser placing an order on the CTL Marketplace, UO, at its sole discretion, may request that Purchaser destroy or return the Works to CTL at Purchaser’s expense. Purchaser shall be responsible for any charges, taxes and/or customs duties associated with payments made under this Agreement. If Purchaser receives any copies of Works that are defective or not what Purchaser ordered, Purchaser’s sole remedy is to return, or destroy at CTL’s request, the Works to CTL and request correct copies of the Works at CTL’s expense. UO shall not refund to Purchaser any portion of the Purchase Fee received by UO.

4. Disclaimers and Indemnification. The Works have been developed as part of research conducted at the University of Oregon. Works are experimental in nature and made available “AS IS,” without obligation by UO to provide accompanying services or support except as specified in this Agreement or as expressly provided under a separate written agreement between Purchaser and UO. The entire risk as to the quality and performance of Work(s) is with Purchaser. To the extent allowed by law, Purchaser shall indemnify and hold harmless UO, and its officers, the Works developers, employees, students, and agents, against any and all claims, suits, losses, damages, costs, fees, and expenses resulting from Purchaser’s possession and/or use of the Works, including but not limited to any damages, losses, or liabilities whatsoever with respect to death or injury to any person and damage to any property. This indemnification clause shall survive the termination of this Agreement.

5. General. This Agreement shall be construed in accordance with, and its performance shall be governed by, the laws of the State of Oregon. Any suit, action, or proceeding arising out of or relating to this Agreement shall be decided in Lane County, Oregon. Purchaser accepts the venue and jurisdiction of the Federal District Court of Western Oregon, or the Circuit Courts. Headings are provided for convenience only. Failure of UO to perform or delay in the performance of UO’s obligations under this Agreement due to any cause or event not reasonably within UO’s control, including but not limited to casualty, labor disputes, failure of equipment, compliance with government authority or Act of God, shall not constitute a breach of this Agreement, and UO’s performance shall be excused during such delay. This Agreement and the rights and benefits conferred upon Purchaser hereunder may not be assigned or otherwise transferred by Purchaser without the prior written consent of UO. This Agreement may be assigned by UO. This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter hereof.

