

DISTRIBUTION LICENSE AGREEMENT FOR EDUCATIONAL ORGANIZATIONS
Solving Ratio, Proportion and Percent Problems Using Schema-Based Instruction (SBI)

Solving Ratio, Proportion, and Percent Problems Using Schema-Based Instruction. The University of Oregon, a public institution of higher education ("UO") and You ("Licensee") agree as follows: Asha K Jitendra and Jon R Star ("Authors") have developed, through efforts in their research, a program for schools called *Solving Ratio, Proportion, and Percent Problems Using Schema-Based Instruction* ("Work"). To further their educational outreach activities, Authors entered into an agreement with UO for parties to have access to and implement the Work components through UO's Center on Teaching and Learning ("CTL") Marketplace, a commons managed by the UO's CTL to assist in the deployment of evidence based education materials and tools as part of its outreach mission. Licensee warrants it is an education institution that desires access to the Work for distribution and use of the Work by its students, teachers, administrators, and employees.

1. Definitions

1.1. "Agreement" means this Distribution Agreement.

1.2. "Authorized User" means Licensee's current employees or students, whose purpose of access is only for Licensee's benefit, and who received a copy of the Work or any of its components by Licensee.

1.3. "Effective Date" means the date upon which Licensee pays the License Fee to the UO through its CTL Marketplace.

1.4. "License Fee" means the total amount due by Licensee under this Agreement for the number of copies Licensee is permitted to make and distribute to Authorized Users as set forth on the invoice provided by CTL to Licensee.

1.5. "Work" means the *Solving Ratio, Proportion, and Percent Problems Using Schema-Based Instruction* components. Depending on the components licensed as indicated by the invoice, Work components that are distributed to You may include the Teacher's Guide; Teacher Homework Answer Key; Student Workbook; Student Homework Book; Diagrams; Checklists; and/or PowerPoint classroom presentations.

2. License and Conditions. On the Effective Date, and provided that Licensee complies with the terms of this Agreement, UO hereby grants to Licensee, and Licensee accepts, a limited, non-transferable, non-exclusive license to use and make the number of copies of Work components designated on the invoice provided by CTL to Licensee and distribute Work components to Authorized Users, solely for educational purposes. Unless otherwise specified below, Authorized Users may only make the number of copies designated on the invoice provided by UO to Licensee.

- Authorized Users may make unlimited copies of the *SBI Diagrams* and *SBI Checklists* to use for educational purposes when implementing the Work.
- For each *Teacher Kit* or *Teacher's Guide* license purchased, PowerPoint documents may only be delivered to and used by one teacher.

No redistribution of the Work to a third party is permitted for commercial or non-commercial use. Licensee acquires no proprietary interest in Work. Licensee shall not remove or obscure rights management markings, such as copyright or trademark notices, from Work. Licensee shall not distribute, sublicense, sell, display, lend, rent, lease or otherwise transfer all or any of Work except as allowed in this Agreement.

3. Payment. Licensee shall pay to UO the License Fee as set forth in the Invoice provided by CTL to Licensee, due and payable upon invoicing. Should payment not be received from Licensee within ninety (90) days from the date of invoicing Licensee, UO, at its sole discretion, may terminate this Agreement. Licensee shall be responsible for any charges, taxes and/or customs duties associated with payments made under this Agreement.

4. Term and Termination. The term of this Agreement is for the copyright in the Work. Licensee may terminate this Agreement at any time upon written notice to UO. UO and Authors shall not refund to Licensee any portion of the License Fee. UO may terminate this Agreement upon notice if Licensee is in breach of this Agreement and fails within thirty (30) days of a written demand for performance to cure such breach. After notice period elapses, access to Work will be immediately terminated. Termination of this Agreement shall terminate all rights and licenses granted to Licensee relating to Work. Upon termination, Licensee will return all copies of the Work to UO.

5. Disclaimers and Indemnification. The Work has been developed as part of research conducted by Professors Jitendra and Star. Work is experimental in nature and is made available "AS IS," without obligation by Authors or UO to provide accompanying services or support except as specified in this Agreement. The entire risk as to the quality and performance of Work is with Licensee. To the extent allowed by law, Licensee shall indemnify and hold harmless Authors and UO, and their officers, Work developers, employees, students, and agents, against any and all claims, suits, losses, damages, costs, fees, and expenses resulting from Licensee's possession and/or use of Work, 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.

6. 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. Licensee 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 Licensee hereunder may not be assigned or otherwise transferred by Licensee 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.