



## LICENSED aimswebPlus Training Distributor AGREEMENT

This License Agreement (the "Agreement") is entered into by and between NCS Pearson, Inc. with its offices located at 5601 Green Valley Drive, Bloomington, MN 55437 (NCS Pearson, Inc. shall hereinafter be referred to as "Pearson"), and Boone County Board of Education (Collins Elementary), having its address at 8330 US Hwy 42 Florence Ky 41042 (9000 Spruce Dr. Florence KY 41042) ("Licensee").

WHEREAS, Pearson is the copyright holder, or has an exclusive license from the copyright holder under which Pearson may itself, or license others to, publish, translate and distribute the Training Materials (as defined herein—PPT's, workbooks, videos, practice exercises and supplemental training materials.

AND WHEREAS, Pearson is willing to grant Licensee a limited, non-exclusive, non-transferable license as described hereinbelow and solely as part of the Licensed Use;

NOW THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties agree as follows:

### Article 1—Statement of Work:

#### A. TRAINING THE TRAINER SERVICES FOR LICENSEE

Pearson agrees to deliver aimswebPlus training and training support services to Licensee in accordance with the scope of work outlined below.

Pearson will:

- Develop and deliver TRAINING SERVICES to licensee via an annual, unlimited subscription on a per person basis to the "aimswebPlus Train the Trainer Course", beginning August 1, 2016 or following contract enactment.
- Provide unlimited access to all current customer facing training materials including but not limited to: presentation files, workbooks, videos, and training guides.
- Provide monthly, group support webinars for Licensed Distributors that will provide monthly product updates, training material updates, and live

Q and A forums. If five or more participants are in attendance, these monthly calls will be recorded and posted on a secure website.

Licensee will:

- Pay a standard license fee of \$395.00 per Licensed Distributor/per 12 month period in order to be eligible to participate in the Licensee's aimswebPlus Train the Trainer Program.

## B. PROGRAM TRAINING

Licensed Distributors will be able to utilize all materials to provide "turn-key" training to districts, schools and staff within their normal job description.

They **are strictly prohibited** from providing training services for which they are charging any type of fee.

Licensed Distributors are only allowed to represent themselves as either a "Licensed Distributor" or "Local aimswebPlus Manager."

## Article II—Period of Performance

Pearson will provide the above services from the date of contract enactment for one calendar year. The parties may renew this agreement upon written agreement for additional one year terms with 60 days prior written notice.

## Article III—Terms of Payment

Licensee shall pay Pearson according to the following terms and conditions hereto:

- Pearson will be compensated at a rate of \$395 per 12 month period.

## Article IV—Consideration

The amounts included herein constitute the total consideration for the services and materials indicated. Pearson is fully responsible for ensuring appropriate use of these funds for the purposes directed in this agreement.

## Article VI—Indemnification

*Indemnification Responsibility of Licensee.* Licensee will indemnify, defend, and hold harmless Pearson against any and all third party claims and resulting expenses (including attorneys' fees) and damages awarded by a court of competent jurisdiction, where such third party claim results from: (a) Licensee's use of the training materials; (b) the exercise of the license granted hereunder; (c) any breach of the warranty against infringement made by Licensee under this Agreement; (d) any representation or warranty that Licensee makes as to the quality, reliability, functionality, applicability of the

training materials except for any representation or warranty expressly authorized by Pearson in writing; or (e) any other breach of Licensee's obligations and responsibilities under this Agreement. Pearson shall notify Licensee promptly of any such claim. Licensee will not be responsible for any claims arising from negligence or willful misconduct on the part of Pearson as it relates to this Agreement.

*Indemnification Responsibility of Pearson.* Pearson agrees to indemnify and hold Licensee harmless from any and all third party claims (including attorneys' fees incurred in defense or awarded by a court of competent jurisdiction) arising out of any breach of the warranty against infringement made by Pearson in this Agreement.

#### Article VII—Insurance

Pearson agrees to maintain for the duration of this Agreement, commercial general liability insurance covering Pearson and all of its trustees, officers, employees, and affiliates and independent contractor coverage for matters relating to this agreement. The limits of such insurance shall be no less than \$2 million per occurrence and \$10 million in the aggregate of which, limits may be provided in any combination of primary and umbrella/excess insurance. The parties hereto acknowledge that Licensee does not currently provide, and shall have no obligation to obtain, insurance relating to Pearson or any of Pearson's employees.

**Article VII—Publicity** Pearson shall not use the name or trademarks of Licensee nor the name(s) of any Licensee personnel, in any publicity, advertising, or news release without prior written approval of Licensee. Licensee will maintain, at all times, the confidentiality of all information received in connection with the aimswebPlus training services performed hereunder regarding the business and activities of Pearson and its affiliated companies.

#### Article IX—Ownership

**A. Copyright.** All copyrightable material prepared by Pearson pursuant to this Agreement will remain the property of Pearson. Licensee acknowledges that it will receive copyright protected materials and information as part of Pearson's performance of this Agreement. These training materials are intended for use by Licensee and training participants during the training session(s) and for reference by Licensee and training participants thereafter. Notwithstanding the foregoing, Licensee acknowledges that it cannot use the materials outside of Licensee's performance pursuant to this Agreement and

the materials cannot be posted or reproduced in any manner including on any web or Internet/Intranet site.

B. Licensing. Licensee acknowledges that the training provided by Pearson under this Agreement does not authorize or certify the trainees to use the training or materials in any commercial or private endeavor outside of the terms of this Agreement.

#### Article X—Governing Law

This Agreement will be governed by, construed, and interpreted exclusively in accordance with the laws of the State of Minnesota, without reference to its choice of law rules. Copyright, Trademark and Patent issues will be construed exclusively under U.S. Federal law, with the parties expressly consenting to forum in the U.S. 8th Circuit. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

IN WITNESS WHEREOF, the parties have agreed and executed this Agreement as of the date the Agreement is signed below by Pearson.

NCS PEARSON, INC.

By: Amy Gable

By: \_\_\_\_\_  
*Authorized Signature*

Director

Name: \_\_\_\_\_

Training and Client Consultation

Title: \_\_\_\_\_

Learning Assessment, North America