

Louisville Metropolitan Area Art Region

This Affiliate Partner Agreement (“Agreement”) sets forth the terms and conditions between the Alliance for Young Artists & Writers, Inc. (“Alliance”) and **Jefferson County Public Schools** (“Affiliate”) for the successful administration of a Scholastic Art & Writing Awards (“Awards”) regional program (“Regional Program”).

Background

The Alliance administers the Awards, and owns the trademarks and logos (the “Marks”), the URLs (the “URLs” or the “Alliance Websites”) and the Awards program materials developed by the Alliance as well as all submissions and information provided to the Alliance by students, educators, the Affiliate, and any other parties in any format set forth in Schedule I to this Agreement (the “Awards Materials”). The Affiliate wishes to participate as an Affiliate Partner by administering the Awards in the Affiliate’s Area of Service (as indicated in section 4(b) of this Agreement) under the direction of the Alliance, and subject to the terms of this Agreement and the Alliance’s Program Guides applicable to the Affiliate based on the type of Regional Program (art or writing, or both) indicated by the Affiliate below.

1. TERM

Affiliate agrees to a contract term (“Term”) of one year beginning July 1, 2019 and ending June 30, 2020, subject to the Term and Termination clause in Section 5(e) of this Agreement.

2. REGIONAL PROGRAM TYPE

Affiliate will host the Regional Program(s) based on work type: (a) solely art, (b) solely writing, or (c) both art and writing, as indicated below:

- ☒ ART Region Code: KY004A
☐ WRITING Region Code:
☐ BOTH Region Codes:

3. ALLIANCE RESPONSIBILITIES

a. Administrative Support

The Alliance shall provide to the Affiliate the following support for the Affiliate’s administration of the Regional Program:

- i. Program Guides. The Program Guides are instructional and dynamic resource booklets on the regional administration and conduct of the Awards for the Term of this Agreement. The Program Guide includes guidelines and requirements for each aspect of administering the Awards, including, but not limited to, outreach, customer service, submissions processing, adjudication, ceremonies, exhibition (if applicable), preparing work for national adjudication, shipping of work for the national exhibition (if applicable), and other items related to the administration of the Awards. Digital Program Guides will be distributed by the Alliance via email on or before **Friday, August 2, 2019**. A version of the Program Guides will be posted to The Affiliate Resource Site, a closed, invitation-only, online resource for Affiliate Partners, where any and all updates will be saved.
- ii. Call for Submissions Materials (“Submissions Materials”). Materials publicizing the launch of the Program Year and annual Call for Submissions of work to be submitted by students (“Submissions”) to the Regional Program.
- iii. Affiliate Newsletter. Periodic email updates to provide a channel for distributing information among the national network of Affiliate Partners.

- iv. Online Registration, Digital Asset Management, and Digital Adjudication Systems. Technology tools to facilitate registration, submissions processing, adjudication, and program management.
- v. Affiliate's Microsite. Affiliate will be provided one or more microsites within the Alliance website for the purposes of promoting the Awards and posting information about the Affiliate's Regional Program. The Alliance will provide the Affiliate with a microsite template editable by the Affiliate. The Affiliate shall be responsible for maintaining all information and keeping such microsites up-to-date and accurate. The Affiliate shall not independently develop, maintain, release, or publish any website related to the Regional Program, the Awards, or the Alliance (or any material modification thereof) without obtaining the prior written approval of the Alliance.
- vi. Prohibition of Use of "Scholastic" in Affiliate's Independent URL. The Affiliate shall not use the word "Scholastic" in any URL independently related to the Affiliate, and the Alliance shall take immediate action seeking remedies relating to any breach of this provision. The Affiliate agrees that the Alliance's remedies in the event of a breach of this provision shall include, but are not limited to, pursuing immediate injunctive relief. Affiliate agrees to waive any objections or defenses with respect to such injunctive relief.
- vii. Customer Service. Guidance and assistance to the Affiliate throughout the administration of the Regional Program.

b. Program Materials

The Alliance shall provide the following program materials to the Affiliate in support of the Affiliate's administration of the Regional Program:

- i. Marks. Non-exclusive use of the Marks, including the Scholastic Art & Writing Awards and Alliance for Young Artists & Writers logos, subject to Section 5(b) below ("Licensing of Alliance Intellectual Property").
- ii. National Publications. Publication of student works selected by the Alliance at such times and in such publications or other media as the Alliance shall determine in its sole discretion.
- iii. Regional Recognition Materials. Awards Materials, including Certificates for Gold Key, Silver Key, and Honorable Mention Award designations, imprinted with the Affiliate's name and sponsors; Gold Key and Silver Key pins; Gold Key and Silver Key stickers; Gold and Silver Seals; pins for educators of Gold Key and Silver Key Award recipients; and pins for jurors.

c. Training and Development

The Alliance shall provide the following training and development assistance in support of the Affiliate's administration of the Regional Program:

- i. Program Training and Tutorials. Conducted on topics related to all aspects of program administration, which may include and are not limited to, outreach, technology, student and educator support, juror recruitment and adjudication, ceremonies, exhibitions, scholarships, fundraising, working with the media, and other relevant program topics.
- ii. Annual Leadership Conference and Regional Conferences. Conferences for Affiliates to be trained and share best practices on a variety of program topics, as determined in collaboration with the Affiliate Advisory Council, which includes elected representatives of the Affiliate Partner Network.

- iii. The Affiliate Resource Site. Exclusive, closed social networking site for affiliates, which includes a repository of program documents and templates, video tutorials, photographs, as well as access to the national Affiliate Partner Network.

d. National Recognition

The Alliance shall recognize and celebrate students who receive National Medals in the following ways:

- i. National Ceremony. Annual celebration event for the Awards' select National Medal recipients, educators, parents, and other community members to recognize students for their accomplishments.
- ii. National Exhibition. Exhibition of select categories of student work in professional galleries. The Alliance will pay all shipping costs and framing of artwork selected for national exhibition.

4. AFFILIATE RESPONSIBILITIES

a. Policies and Procedures

Affiliate agrees to implement each of the following policies and procedures:

i. Submission Fees.

All Affiliate Partners agree to the following submission fees.

\$7.00 for individual submissions

\$25.00 for portfolio submissions

If these fees are a barrier to a student's participation, the student may submit a fee waiver form and the Affiliate will waive completely the Submission Fees for these students.

Affiliate has been granted approval to subsidize submission fees in the Louisville Metropolitan Area Art Region; however, Affiliate is required to pay the Alliance 50% of the Submission Fees that otherwise would have been collected from students on or before April 1, 2020. This exemption will be applied through the duration of this Agreement.

ii. Participation Limits.

- 1. Affiliate is required to allow any student in grades 7–12, ages 13 years or older, who meets the eligibility criteria to participate without limits, such as enforcing a maximum number of submissions a student, educator or school is allotted, or category-specific submission limits.
- 2. The only participation limits are implemented by the Alliance and restricts individual photography submissions to a maximum of 16 photos per account and 2 art and/or 2 writing portfolios.
- 3. All local guidelines and policies for participation must be equally applied to students regardless of whether they are enrolled in a public, private, charter, virtual, home, or other school.

iii. Digital Adjudication.

- 1. Affiliate agrees to recruit a diverse group of qualified jurors to blindly adjudicate all submissions to the Awards in the Affiliate's area of service.
- 2. Affiliate agrees to conduct regional adjudication using the Digital Adjudication System (DAJ) provided by the Alliance and in accordance with the Program Guide.

3. Affiliate agrees to select 5-7% of judged works for Gold Keys as outlined in the Program Guide. To grant Gold Keys to more than 7% of judged works, the Affiliate must obtain written permission from the Alliance before Awards are finalized.
4. Affiliate agrees to finalize Gold Key and American Visions and Voices Nominee results in the Online Registration System by **Thursday, January 23, 2020**.

b. Area of Service

- i. Affiliate agrees to administer its Regional Program within the following Area of Service ("Region"). The Region is determined by indicating the counties, and their corresponding states, in which Affiliate will conduct the Awards according to the terms and conditions outlined in this Agreement.
- ii. Affiliate's Region shall include the following:

Current Area of Service: Counties in Kentucky: Bullitt, Hardin, Henry, Jefferson, Oldham, Nelson, Shelby, Spencer Counties in Indiana: Clark, Crawford, Floyd, Harrison, Washington

New Counties:

- iii. Affiliate agrees not to conduct any activities related to the Awards or any other program conducted in partnership with the Alliance outside the Region specified in the above paragraph without the prior consent of the Alliance.
- iv. Student and educator accounts in ORS will be automatically placed into the appropriate region based on the zip code of their primary day school. If the student is enrolled in a long-distance, virtual, or home school program, the student will be placed into the appropriate region based on their home address.

c. Administrative Requirements

- i. Regional Deadlines: Affiliate designates its Regional Program deadline as indicated with a checkmark below:

☐ Affiliate agrees to have its deadline on **December 12, 2019**. This option is preferred.

OR

☒ Affiliate agrees to have a deadline within the MANDATORY period of December 1, 2019 to January 9, 2020. Affiliate deadline is indicated as follows: January 8, 2020.

If no selection is made, the deadline will be December 12, 2019.

- ii. Affiliate agrees to the following additional administrative requirements:
 1. Update Affiliate microsite with region-specific information, including, but not limited to, region name; sponsors; submissions deadlines; submission fees; dates of ceremonies and exhibitions; and Affiliate contact information, by **Thursday, August 15, 2019**. If Affiliate does not update its microsite by this deadline, the Alliance will determine and input this information.

2. Designate a sufficient number of responsible persons to coordinate each aspect of the Regional Program and to monitor closely the performance of the duties set forth in this Agreement, as well as the guidelines and requirements in the applicable Program Guide.
3. Adhere to the guidelines, requirements, and program instructions as set forth in the applicable Program Guide throughout the administration of the Regional Program.
4. Provide at least one set of printed or digital Call for Submissions Materials, as provided by the Alliance to each middle and secondary school that enrolls students in grades 7 through 12 within its Region. Affiliate may include supplemental materials in accordance with the terms of this Agreement.
5. Be responsible for all expenses incurred in connection with Regional Program administration.
6. Assign Gold Key, Silver Key, and Honorable Mention Award designations according to the program criteria and process described in the applicable Program Guide.
7. Finalize Gold Key and American Visions and Voices Nominee results in the Online Registration System **by Thursday, January 23, 2020.**
8. Notify regional award recipients **by Friday, January 31, 2020.**
9. Organize and host a regional exhibition or reading of Awarded works and a regional ceremony to publicly recognize students for their Awards.
10. Provide all Gold Key Award recipients with a “Gold Key” pin, Certificate, Sticker, and Seal; provide all Silver Key Award recipients with a “Silver Key” pin, Certificate, Sticker, and Seal; supply all Honorable Mention Submissions with a Certificate; provide American Visions or Voices Submissions, as applies, with a Certificate and Seal; provide all educators of Gold & Silver Key recipients with an educator pin.
11. Exercise reasonable care in the handling of student artwork.
12. Promote and publicize the Awards to local media.
13. Submit print, electronic, and on-site material that describes and promotes the Awards and/or uses the Alliance for Young Artists & Writers name or the Scholastic Art & Writing Awards for pre-production written approval by the Alliance. Such material must be submitted to the Alliance, substantially in the form in which it is proposed to be used, for review and written approval not less than ten (10) business days prior to the first proposed use thereof.
14. Use “{insert Affiliate name(s)}, an Affiliate Partner of the Alliance for Young Artists & Writers” on printed materials used for the Awards, including press releases, advertising, exhibition signage, and catalogs; orally in public service announcements; and digitally on Internet sites.
15. Consult with the Alliance prior to approaching a national corporation with a local presence in the Affiliate’s region with respect to requests for cash and in-kind donations of products and services.

16. Use data collected through the online registration system and national database solely for the purposes of administering the Regional Program. The Alliance, at its discretion, may review the Affiliate's communications with individuals whose information was collected through Regional Program participation and determine that those communications are outside of program administration.

d. Affiliate Code of Conduct

- i. During the term of this Agreement and thereafter, Affiliate agrees to take no action which is intended, or would reasonably be expected, to harm the Alliance or the Awards program or their reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Alliance or the Awards program. Affiliate further agrees not to publically disparage or comment negatively about the Alliance or the Awards program, its officers, Board of Directors, management, and/or current or former employees while the term of this Agreement is in effect and thereafter.

e. Affiliate Fee and Submission Fee Requirements

- i. Affiliate Fee. The Affiliate shall pay the Alliance a fee ("Affiliate Fee") in consideration for becoming an approved administrator of a Regional Program in the amount set forth below. The Affiliate Fee is to be paid to the Alliance at the time Submission Fees are due. Affiliate will have an Affiliate Fee Invoice to remit with Submission Fee payment no later than **April 1, 2020**.
 1. If Affiliate administers a Regional Program for either art or writing (but not both), the Affiliate Fee shall be \$1,000.
 2. If Affiliate administers a Regional Program for both art and writing, the Affiliate Fee shall be \$1,500. The criteria for qualifying for the reduced \$1,500 fee for administering two programs (art and writing) are that both the art and writing programs have the same deadline date, host organization, and service area. Affiliate certifies that it meets these criteria by checking the box below:
☐ Affiliate meets all three of the above criteria and qualifies for the discounted Affiliate Fee of \$1,500.
- ii. Submission Fees. For the 2019-2020 program year, the Affiliate has been granted approval to subsidize submission fees in the Louisville Metropolitan Area Art Region. Affiliate shall pay to the Alliance one half of the Submission Fees that would have otherwise been collected, in the amount of \$7.00 for each individual submission and \$25.00 for each portfolio submission, payable on or before **April 1, 2020**.
- iii. Fee Waivers for Submission Fees. Affiliates are required to make fee waivers available to students for whom Submission Fees are a barrier to participation. Affiliate will waive completely the Submission Fees for these students.
- iv. Fulfillment Fee for Submissions Materials. Affiliate may request that the Alliance mail Submissions Materials on behalf of Affiliate. In this case, Affiliate will be charged, and required to pay, a Fulfillment Fee for all postage and administration costs associated with distribution of the aforementioned Submissions Materials. The Fulfillment Fee is payable **on or before April 1, 2020**.
- v. Interest for Non-Payment. The Alliance has the right to apply a monthly finance charge of 2% (24% annual based on simple interest of principle balance) on all unpaid balances on the Affiliate Fee and Submission Fees due to the Alliance, if not received within 30 days after the due date.

- vi. Affiliate Representations and Warranties. Affiliate represents and warrants that it and the officer signing this agreement, has all necessary rights and authority to enter into this Agreement and to perform the obligations hereunder.

5. ADDITIONAL PROVISIONS

a. Rescission Rights of the Alliance

- i. Affiliate acknowledges and agrees that the Alliance has the right, in its sole and absolute discretion, to (a) rescind any Awards issued through the Regional Program, and (b) require the withdrawal of any submission and the disqualification of any student from further participation in the Regional Program. Solely by way of example and without limitation, the Alliance may determine that an Award was granted to a student whose submitted work is not sufficiently original, and the Alliance may on that basis determine that such Award will be rescinded and any associated Award Materials will be returned to the Alliance.

b. Licensing of Alliance Intellectual Property

- i. Affiliate is required to use the Alliance logo exactly in the form set forth on Schedule II hereto. The use of the Alliance logo, the other Marks, the URL and the Award Materials inures to the benefit of the Alliance and the Alliance shall continue to own, exclusively, all rights title and interest in the Marks, the URLs and the Award Materials. In addition, the Affiliate shall obtain the written consent of the Alliance prior to registering any universal resource locator for use in connection with its performance of its obligations as an Affiliate hereunder. Subject to the license set forth in Section 5(b)(ii) below, the Alliance grants to the Affiliate a non-exclusive, non-transferrable, royalty free license to place a graphical image link to the Alliance's URL(s), said link to be displayed in a prominent position on the Affiliate's website. Textual content and the graphical image file (the "Image") for this link will be provided to the Affiliate as a computer-readable file in a compatible file format. The Affiliate may not create frames around the Alliance's web page or use other techniques that alter in any way the visual presentation or appearance of the Alliance's web page. The license granted hereunder does not include the right to sublicense, and the Affiliate shall not use either the Image or the textual content of the link to link to any other person or entity's web site or for any other purpose than that provided for herein.
- ii. Subject to the terms and conditions set forth in this Agreement, the Alliance hereby grants to Affiliate during the Term of this Agreement a limited, revocable non-exclusive, non-transferable, royalty-free license to use the Marks, the URLs, and the Award Materials in connection with the promotion of the Regional Program to be administered by the Affiliate (the "Licensed Property"). The use of the Licensed Property by the Affiliate shall be of high standard and of such quality as to be adequate and suited to the best advantage and to the protection and enhancement of the Licensed Property and the goodwill pertaining thereto, and such use shall not reflect adversely upon the good name of the Alliance or other owner of the Licensed Property or upon the high character of the Licensed Property. The Affiliate shall submit all proposed uses, including advertising and marketing material, bearing the Licensed Property to the Alliance for prior review and approval by the Alliance, and the Affiliate shall require each of its designated agents to enter into a written agreement pursuant to which such agent shall be legally bound to comply with all of the provisions of this paragraph. The Alliance shall notify the Affiliate of its acceptance or rejection of the proposed material within ten (10) Business Days of the date on which the material is submitted to the Alliance by the Affiliate for review. In addition, the Affiliate agrees that it will take no action that will, in the Alliance's sole judgment, impugn in any fashion the reputation of the Alliance or other owner of the Licensed Property or of the Licensed Property. The Affiliate shall comply with the Alliance guidelines set forth in the applicable Program Guides and Submission Materials

whenever using the Licensed Property in any manner to advertise or promote the program. The Affiliate agrees that it shall not do, or cause to be done, any acts or things contesting or in any way impairing any portion of the Alliance's or other owner's rights, title, or interest in and to the Licensed Property.

c. Indemnification

- i. Affiliate agrees to indemnify, defend and save harmless to the fullest extent permissible under the law the Scholastic Art & Writing Awards, the Alliance, and their respective officers, directors, agents, employees, legal representatives, successors, and assigns, from any and all claims, actions, and suits whether groundless or otherwise and from and against any and all liabilities, judgments, losses, damages, costs, charges, attorney's fees and other expenses of every character and motive arising out of or relating to (a) any breach of this Agreement by Affiliate; (b) any violation of law by Affiliate; (c) third party claims for copyright infringement or misappropriation of intellectual property arising from Affiliate's action or inaction; or (d) intentional misrepresentation or fraud by Affiliate.
- ii. The Alliance agrees to indemnify, defend, and save harmless to the fullest extent permissible under the law the Affiliate, and its respective officers, directors, agents, employees, legal representatives, successors, and assigns, from any and all claims, actions, and suits whether groundless or otherwise and from and against any and all liabilities, judgments, losses, damages, costs, charges, attorney's fees and other expenses of every character and motive arising out of or relating to (a) any breach of this Agreement by the Alliance; (b) any violation of law by the Alliance; (c) third party claims for copyright infringement or misappropriation of intellectual property arising from the Alliance's action or inaction; or (d) intentional misrepresentation or fraud by the Alliance.
- iii. Section 5(c) shall survive the termination of this Agreement.

d. Relationship of Parties

- i. The parties hereto are independent and neither is the legal agent, joint venture, partner, or employer of the other and, except as expressly provided herein, the Alliance shall not be obligated by any agreements, representations, or warranties made by Affiliate to any person or organization, nor with respect to any other action of Affiliate, nor shall Alliance be obligated for any damages to any person or organization whether caused by Affiliate's action, failure to act, negligence, or willful misconduct. The Alliance is not responsible for the supervision, daily direction, or control of Affiliate or any employee or agent of Affiliate.

e. Termination

- i. Notwithstanding anything to the contrary set forth herein, the Alliance may terminate this Agreement immediately upon written notice to Affiliate if:
 1. Affiliate fails to carry out its obligations under this Agreement such that the implementation and conduct of the Awards is jeopardized; or
 2. Alliance determines that there has been any impropriety on the part of Affiliate or any employee or agent of Affiliate (including, but not limited to, any juror designated by Affiliate); or
 3. Affiliate improperly uses the Licensed Property, Scholastic Corporation name, student mailing lists; and participation data collected through ORS; or
 4. Affiliate uses its affiliation with the Alliance in such a way that it compromises the operation of the Awards, the operational reputation of the Awards, other Alliance programs, or the operation of other affiliates; or

5. Affiliate breaches any material provision of this Agreement.
- ii. Either party may terminate this Agreement without cause upon three (3) months prior notification in writing to the other party.
 - iii. If this Agreement is terminated, the Affiliate shall, at its own expense, return all the Marks and Award Materials relating to the Alliance, the Awards and the Regional Program, , including, but not limited to those listed in Schedule I of this Agreement, and destroy and delete all submission and participant data in any format whatsoever obtained from the Alliance or otherwise in connection with the administration of the Regional Program within thirty (30) days of the termination date and provide the Alliance with written assurance of such action.
 - iv. Affiliate recognizes the Alliance maintains sole ownership of ALL data collected through program administration and such data may not be used once Agreement is terminated. Use of this data after a terminated Agreement will be a direct violation of intellectual property rights and the Alliance maintains the right to legal action. Unauthorized use of any data is copyright infringement or piracy and is punishable by law. All assets are considered loaned property of the Alliance. Property includes, but is not limited to, those listed in Schedule I of this Agreement.
 - v. Upon termination of this Agreement, Affiliate acknowledges that access to the Online Registration System (“ORS”) and The Affiliate Resource Site will be revoked immediately.

f. Amendments

This Agreement contains the entire understanding between the parties with respect to the subject matter hereof. This Agreement may be amended only by a writing signed by both parties.

g. Notice

Any notice or other written communication required to be given pursuant to this Agreement shall be deemed given when personally delivered; or three (3) days after it has been sent by United States registered or certified mail, postage pre-paid, properly addressed to the party to receive the notice at the following address or any other address given to the other party:

If to the Alliance: Alliance for Young Artists & Writers, Inc.
Scholastic Art & Writing Awards
557 Broadway
New York, New York 10012

If to Affiliate: Jefferson County Public Schools
JCPS, Camp Edwards Education Complex
731 S. Hancock St.
Louisville, KY 40218

h. Severability

If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable any other provision of this Agreement, then this Agreement shall be carried out as if any such invalid or unenforceable provision were not contained herein.

i. Assignment; Successors and Assigns

This Agreement may not be transferred or assigned by Affiliate without the prior written consent of the Alliance. This Agreement shall be binding upon and inure to the benefit of the parties and

their respective successors and permitted assigns and is not intended to confer upon any other person or entity any rights or remedies hereunder.

j. No Joint Venture or Partnership

It is the intention of the parties to this Agreement that Affiliate is, and shall be deemed to be, an independent contractor with respect to the subject matter hereof, and nothing contained herein shall be deemed or construed in any manner whatsoever as creating any partnership, joint venture or other similar relationship between Affiliate and the Alliance.

k. Waiver; Cumulative Rights

No waiver of any term, condition, or obligation of this Agreement shall be valid unless in writing and signed by the waiving party. No failure or delay by either party at any time to require the other party to perform strictly in accordance with the terms of this Agreement shall preclude that party from requiring performance by the other party at any later time. No waiver of any one or several of the terms, conditions or obligations of this Agreement, and no partial waiver thereof, shall be construed as a waiver of any of the other terms, conditions, or obligations of this Agreement. All rights and remedies provided for in this Agreement are cumulative and in addition to any and all other rights or remedies available to a party, whether at law, in equity, by contract or otherwise.

l. Force Majeure

If either Affiliate or the Alliance fails to perform any obligation hereunder because of the unavailability of services or materials, labor disputes, governmental restrictions, or any other circumstances beyond such party's control, such failure shall not be deemed a breach of this Agreement and if any time period for performance is specified, such period shall be deemed extended accordingly.

m. Governing Law

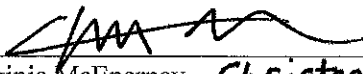
This Agreement has been entered into in the State of New York, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of New York and the Courts of the State of New York shall have exclusive jurisdiction regarding any claims arising under this Agreement.

n. Entire Agreement

This Agreement constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior or contemporaneous agreements, communications, and understandings, both written and oral, regarding such subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Alliance for Young Artists & Writers, Inc.

By:  Date: 6/11/19
Virginia McEnorney Christopher Wisniewski
Executive Director

Affiliate:

By:  Date: 5/15/19

Name:
Title:

Schedule I

1. AWARD MATERIALS

“Award Materials” means all materials, in all media, provided by the Alliance to the Affiliate and all student participants and educators in connection with the Awards, including, but not limited to, the following:

- All Marks and other trademarks and intellectual property of the Alliance or Scholastic;
- Any data collected by the Affiliate or the Alliance, including, but not limited to, student mailing lists, emails, and all other participation data collected through ORS;
- The URLs;
- All submissions and information provided to the Alliance by students, educators, the Affiliate, and any other parties in any format;
- The Keys, Pins, Seals, Certificates, Stickers, and other Awards;
- Submissions Materials;
- The Affiliate microsite(s);
- The Affiliate newsletters;
- Archived webcasts;
- Outreach material;
- Barcode scanners;
- Gold Key and Silver Key lapel pins;
- Educator pins;
- Juror pins;
- Category descriptions;
- Program descriptions;
- Remaining ceremony supplies (Certificates, Seals, Stickers);
- Press releases and form letters; and
- ALL digital assets (e.g. student and educator email lists, Logo, or Program Guides).

Schedule II

Per Section 5(b)(i), Affiliate is required to use the following program logo:



**Scholastic
Art & Writing
Awards**