



## Affiliate Partner Agreement

### 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.

#### Background

The Scholastic Art & Writing Awards are presented by the Alliance for Young Artists & Writers. The Alliance is a 501(c)(3) nonprofit organization whose mission is to identify students with exceptional artistic and literary talent and present their remarkable work to the world. The Awards give students opportunities for recognition, exhibition, publication, and scholarships.

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”).

Affiliate wishes to participate as an Affiliate Partner by administering the Art Awards (“Regional Program”) in the Affiliate’s Area of Service under the direction of the Alliance, and subject to the terms of this Agreement.

#### Term

Affiliate agrees to a contract term (“Term”) of one year beginning July 1, 2020 and ending June 30, 2021, subject to the termination clause of this Agreement.

#### Area of Service

Affiliate agrees to administer its Regional Program within the following area:

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

Affiliate agrees not to conduct any activities related to the outside the Area of Service without the prior consent of the Alliance.

Students will be automatically assigned to the appropriate region based on the zip code of their 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.

#### Submission Deadline

Affiliate agrees to have a submission deadline between December 1, 2020 and January 7, 2021.

The regional submission deadline will be: January 6, 2021

If a deadline is not indicated above, the deadline will be December 15, 2020.

## ALLIANCE RESPONSIBILITIES

### Program Guide

The Alliance will provide a manual outlining program procedures and policies by **August 3, 2020**.

### Training

The Alliance will train designated Affiliate staff for the administration of Awards programs and will provide user guides, tutorial videos, live webinars, monthly newsletters, and ongoing customer service support for Affiliate staff by phone or email during Alliance business hours, Monday–Friday, 9:30 am–5:30 pm Eastern Standard Time.

The Alliance will host a leadership conference for Affiliate development in collaboration with the Affiliate Advisory Council, which includes representatives of the Affiliate Partner Network.

### Online Registration System

The Alliance will grant the Affiliate access to the Online Registration System, a web-based database tool to facilitate submission processing, adjudication, and program management.

### Regional Micro-Site

The Alliance will provide the following microsite(s) within the Alliance website containing information about the Regional Program as updated by the Affiliate.

[artandwriting.org/affiliate/KY004A](http://artandwriting.org/affiliate/KY004A)

### Customer Service

The Alliance will provide customer service support by email for program participants regarding general Awards policies and the Online Registration System.

### Program Materials

The Alliance will provide limited quantities of the following materials:

- Digital and print materials announcing a call for submissions.
- National publications such as the *Best Teen Art* or *Best Teen Writing* anthologies.
- Regional recognition materials including digital or print certificates imprinted with the Affiliate's name and sponsors, Gold and Silver Key pins, and other branded materials.

### National Recognition

Works designated with a Gold Key by the Affiliate will be adjudicated for national recognition.

- All National Medalists will be published on the Alliance website and will receive certificates and medals.
- Gold Medalists will be invited to participate in a national exhibition in New York City and a ceremony at Carnegie Hall on Wednesday, **June 9, 2021**.
- Some National Medalists will be selected for additional exhibitions, publications, and scholarships.

## **Affiliate Promotion**

The Alliance will list the Affiliate on the Alliance website and in certain publications that are distributed for free to students, educators, and program partners.

## **AFFILIATE RESPONSIBILITIES**

Affiliate agrees to the following responsibilities (please initial each item):

### **Administer Regional Program**

Affiliate agrees to administer Regional Program in accordance with Alliance Participation Terms and program policy as outlined in the Program Guide.

Affiliate will 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.

Affiliate is responsible for all expenses incurred in connection with Regional Program administration.

Affiliate will 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.

Affiliate will update microsite with region-specific information, including submission deadline, Affiliate contact information, and ceremony details, by Thursday, **August 20, 2020**.

Affiliate will provide print or digital Call for Submissions materials to each middle and secondary school that enrolls students in grades 7 through 12 within its Area of Service. Affiliate may include supplemental materials in accordance with this Agreement.

\_\_\_\_ (initial here)

### **Data Collection**

Affiliate will use data collected from the Alliance or through the Online Registration System solely for the purposes of administering the Regional Program.

All communications to students or educators using data collected from the Alliance or through the Online Registration System should clearly refer to the Scholastic Art & Writing Awards.

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.

\_\_\_\_ (initial here)

### **Participation Limits**

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.

The only participation limits are implemented by the Alliance and restrict individual photography submissions to a maximum of 16 photos per student account and 2 art and/or 2 writing portfolios.

All local guidelines and policies for participation must be approved by the Alliance in advance and must be equally applied to students regardless of whether they are enrolled in public, private, charter, virtual, home, or other school programs.

\_\_\_\_ (initial here)

### Submission Fees and Forms

Affiliate will collect submission forms for each work and mark the form status in the Online Registration System. Each form must be signed by the student's parent or guardian and an educator.

For the 2021 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**.

No additional entry fees are permitted.

\_\_\_\_ (initial here)

### Digital Adjudication

Affiliate agrees to conduct regional adjudication using the digital adjudication tools in the Online Registration System provided by the Alliance and in accordance with the Program Guide.

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. Diversity includes, but is not limited to, gender, age, race, disability, sexual orientation, socioeconomic status, world views, and professional experience.

Affiliate will assign Gold Keys to 5-7% of all individual works and 5-7% of all portfolio works.

Affiliate will finalize all regional awards in the Online Registration System by Wednesday, **January 20, 2021**.

\_\_\_\_ (initial here)

### Regional Announcements and Celebrations

Affiliate will notify regional award recipients by Thursday, **January 28, 2021**.

Affiliate will promote and publicize the Awards to local media.

Affiliate will use "Jefferson County Public Schools, 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.

Affiliate will organize and host a regional exhibition or reading of Awarded works and a regional ceremony to publicly recognize students for their Awards.

Affiliate will distribute print or digital recognition items, including certificates and Gold and Silver Key pins.

\_\_\_\_ (initial here)

### **Affiliate Fee**

Affiliate shall pay the Alliance a fee (“Affiliate Fee”) of \$1000 in consideration for becoming an approved administrator of a Regional Program. The Affiliate Fee is to be paid to the Alliance no later than **April 1, 2021**.

The Alliance will 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 Entry Fees due to the Alliance, if not received within 30 days after the due date.

\_\_\_\_ (initial here)

## **ADDITIONAL PROVISIONS**

### **Code of Conduct**

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.

### **Rescission Rights of the Alliance**

The Alliance reserves the right, in its sole and absolute discretion, to disqualify any student from participating in the Regional Program or to rescind any Awards issued through the Regional Program. For example, if the Alliance determines that an Award was granted to a student whose work is not sufficiently original, the Alliance will revoke the Award.

### **Licensing of Alliance Intellectual Property**

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 (without the right to sub-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 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.

Affiliate is required to use the Alliance logo exactly in the form set forth on Schedule II. 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. 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.

Affiliate shall not use the word “Scholastic” in any URL independently related to the Affiliate.

### **Relationship of Parties**

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.

### **Termination**

Either party may terminate this Agreement without cause upon three (3) months prior notification in writing to the other party.

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.

### **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.

### **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  
557 Broadway  
New York, New York 10012

If to Affiliate:

Jefferson County Public Schools  
JCPS, Camp Edwards Education Complex 701 S. Hancock St  
Louisville, KY 40218

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Alliance for Young Artists & Writers, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Christopher Wisniewski  
Executive Director

Jefferson County Public Schools

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name  
Title



## SCHEDULE I

### 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 pins
- Educator pins
- Juror pins
- Category descriptions
- Program descriptions
- Remaining ceremony supplies (Certificates, Seals, Stickers)
- Press releases and form letters
- ALL digital assets (e.g. student and educator email lists, Logo, or Program Guides).

## SCHEDULE II

Affiliate is required to use the following program logo according to the guidelines in the Brand Guide (available in the Affiliate Resource Site, [allianceaffiliate.ning.com](http://allianceaffiliate.ning.com)):



**Scholastic  
Art & Writing  
Awards**

Alliance for  
Young Artists  
& Writers