

Instructions

DL2 Annual Surveys: Annual Survey of Principals & Annual Survey of Principal Supervisors License Agreement

UW CoMotion Express License

Access to DL2 Annual Surveys requires completion of a license agreement.

To complete the license, please:

1. COMPLETE

Complete the contact information on pages 1, 2, 6 and Schedule B.

2. PRINT & SIGN

Print the attached license agreement form and sign on page 8.

3. MAIL , FAX, or EMAIL

Express Licensing Program
UW CoMotion
4545 Roosevelt Way NE, Suite 400
Seattle, WA 98105
Fax: (206) 616-3322
Email: license@uw.edu

4. UW CoMotion will review the agreement, countersign it, or contact you.

5. The Organization will receive a copy of the fully executed Agreement and will be contacted by the UW to arrange for access to DL2 Surveys.

DL2 Annual Surveys:
Annual Survey of Principals & Annual Survey of Principal Supervisors

License Agreement

The University of Washington, an institution of higher education having its administrative offices in 4545 Roosevelt Way NE, Suite 400, Seattle, WA 98105-4608 (“UW”) and _____ with its offices at: _____ (“Organization”) agree to enter into this license agreement, including all Schedules referenced herein (“Agreement”). UW and Organization agree as follows effective as of the latest date upon which this Agreement is fully executed (“Effective Date”):

1. Background

- 1.1. UW’s District Leadership Design Lab (“DL2”) under the direction of Meredith Honig, Ph.D. (“UW PI”), desires to make its web-based tools for school district leaders available to school districts and other educational institutions in furtherance of UW’s public interest mission.
- 1.2. DL2 provides web-based tools and web-hosting services for its software programs designed to gather data on the performance of principal supervisors via licensed access to DL2’s Annual Survey of Principals and Annual Survey of Principal Supervisors (“Survey(s)”). The Surveys are accessible to Participants identified by the Organization who interact with the Surveys via web-based tools. Data from the Participants’ responses are gathered, analyzed, and reported to the Organization.

2. Definitions

- 2.1. “Access Date” means the mutually agreed upon date on which the Participants receive the link to the Survey(s).
- 2.2. “Aggregated Data” means Data that has been analyzed and organized into categories or sub-categories in DL2’s preparation of Survey Reports, for the purpose of creating totals and/or subtotals, for any or all of the following groupings or subgroups: geographic region, professional category, and Organization-designated sub-groups, as well as any other groupings mutually agreed upon by DL2 and the Organization.
- 2.3. “Data” means information supplied by the Organization to DL2 related to the deployment and use of the Survey and the information supplied by the Participant under the terms of the Participation Agreement.
- 2.4. “Deidentified data” means data that is not linked with information that identifies individual respondents.
- 2.5. “Feedback” means information in written or verbal form that is provided by the Organization to DL2 on deployment and use of the Survey by the Organization.
- 2.6. “Organization Primary Contact(s)” means the following person designated by the Organization who will receive DL2 Survey Reports; serve as the primary contact for communication with DL2; and respond to Participant questions about the Survey.

Name: _____
Title: _____
Address: _____

Email: _____
Phone: _____
Fax: _____

- 2.7. "Participant" means any person authorized by the Organization to access the Survey.
- 2.8. "Participant Results" means the reported analysis of the Data reported by Participants.
- 2.9. "Survey" means the questionnaires, reports, and analytical tools, including software and other technology that have been developed or modified by DL2, including but not limited to the resource materials available on the Survey website.
- 2.10. "Survey Administration Period" means the specific dates as set by the mutual agreement between DL2 and Organization for the Organization's Participants to access the Survey and enter Data.
- 2.11. "Survey Reports" means the reports from DL2 to the Organization, including aggregated and anonymized Participant Results and other instruments and/or report formats developed by DL2 related to the Survey.
- 2.12. "Survey Supporting Material(s)" means background information or reports, technical support materials, or other supporting materials supplied by DL2 to the Organization related to the deployment of the Survey and Participant Results.
- 2.13. "Survey Website(s)" means the password-protected website that hosts the Survey, as customized by DL2 for the Organization.
- 2.14. "Survey Technology" means, collectively, the Survey, Survey Reports, the Survey Supporting Materials, and the Survey Websites, software and web applications used in the functioning of the Survey Websites, including the set-up and customization of the Survey for the Organization, implementation of the Survey for the Organization, gathering of Feedback from the Organization and the Participants, and any DL2 assessment and redeployment activities that DL2 requires in setting up the Survey for delivery to the Organization prior to deployment of the Survey by the Organization to the Participants.
- 2.15. "Third Parties" means any entity other than UW and Organization.

3. Grant

- 3.1. Commencing on the Effective Date, UW hereby grants to Organization, and Organization accepts, a limited, non-exclusive license to deploy the Survey Technology including the following rights: (a) to allow Organization's Primary Contact(s) and the Organization-designated Participants to access and enter Data via the Survey Website so DL2 may collect and analyze Data; and, (b) to receive Survey Reports solely for internal use by the Organization; and, (c) a limited right to reproduce, display and/or perform, and redistribute Survey Reports. This grant is limited to access to the Survey Reports by current employees of the Organization, and/or Organization-designated Participants.

- 3.2. UW recognizes the desire of the Organization to include results from the Surveys, in materials prepared by the Organization for informational, professional development, and other purposes to fulfill the organization's institutional responsibilities. UW grants to the Organization the necessary permission to include such results for those purposes provided that the Organization agrees to include an acknowledgement of UW's copyright and an attribution to DL2 as the source of the Surveys and Survey Supporting Materials and the Organization as determiner of the use of the Surveys, as follows: (or equivalent thereof):

District Leadership Design Lab. Annual Survey of Principals and/or Annual Survey of Principal Supervisors. Administered by (insert- District Name). Copyright © (Month and Year). University of Washington, Seattle WA.

- 3.3. Commencing on the Effective Date, the Organization hereby grants to UW and UW accepts, a limited, no-fee, non-exclusive license to perform, display, modify, reproduce, distribute, and sublicense to Third Parties any of the following: de-identified Data and Aggregated Data for the purpose of DL2's preparation of Survey Reports; and/or written Feedback on the deployment of Survey by the Organization for the purpose of DL2's ongoing customization and development of the Survey Technology. This grant is limited to UW's use of the Organization's Reports within the Survey Technology and related professional reporting and scholarly activities of DL2.
- 3.4. The Organization does not have the right to sub-license or redistribute the Survey Technology to Third Parties.

4. Ownership

- 4.1. UW owns the intellectual property in the Survey Technology, Data, and Participant Results. UW solely reserves all rights not expressly granted in this Agreement.
- 4.2. Organization will retain in the Survey Reports and Survey Supporting Materials such copyright, trademark, or other notices pertaining to the Survey as provided by the DL2 Program.
- 4.3. Organization will not distribute, publish, or otherwise transfer or allow to be transferred the Survey or any modified or unmodified copies thereof, in whole or in part, without prior written permission of UW.
- 4.4. This Agreement does not grant permission to the Organization to use the trade names, identifiers, trademarks, service marks, or product names of the UW and/or DL2 except as required for reasonable and customary use in describing the origin of the Survey. All goodwill associated with the DL2 and UW marks and identifiers will inure to UW.
- 4.5. Organization will not use the name "University of Washington," its logo, marks, or any abbreviation thereof to without prior written approval from UW except as otherwise expressly provided in this Agreement.

5. Confidentiality of Data and Security

- 5.1. DL2 will not share Survey Reports with any parties other than the Organization Primary Contact unless there is a prior written mutual agreement for an alternate sharing and reporting of Survey Reports with Third Parties.
- 5.2. Participants are granted access to the secured Survey Website through a personalized link included in an email from DL2 to the Participant.

6. Technical Assistance and Responsibilities

6.1. The Organization Primary Contact will be responsible for the following:

- a) Providing a complete list, including names, positions, and e-mail addresses, of the Organization's school Participants identified in Schedule B, "Fees, Payment and Important Dates."
- b) Providing localization or customization information to DL2 on an "as needed" basis.
- c) Providing time to Participants to complete the Survey(s) during a date and time that is mutually convenient to DL2 and the Organization. NOTE: The Organization is responsible for seeing that on-site conditions to help maximize response rates by Participants. The Organization may wish to encourage responses and increase response rates by setting aside time during a regular meeting of the Organization to administer the Survey or to follow up on late responses.
- d) Responding to Participant and/or Organization technical access or hardware/software configuration issues that may arise for the duration of the Organization's use of the Survey. This includes access by Participants to computers that meet the following hardware and software specifications: high-speed internet access with sufficient bandwidth to perform the Survey; a current version of one of the following web browsers with JavaScript enabled- Mozilla Firefox, Google Chrome, Apple Safari, and Internet Explorer.

6.2. DL2 will be responsible solely for providing assistance on the Survey Technology. Survey technical support will be available during normal weekday business hours (Pacific Time Zone) by email at: dl2uw@uw.edu

6.3. Additional Technical Assistance may be arranged by prior written mutual agreement and may be provided by DL2 on an "as available" basis. Feasibility and scheduling of the Additional Technical Assistance will be at the sole discretion of DL2 and DL2 will provide estimates of actual costs to implement proposed changes. Additional Technical Assistance may require payment of Fees as identified in Schedule B "Fees, Payments and Important Dates". Additional Technical Assistance will exclude basic or applied research that will be more appropriately handled by UW through a sponsored research agreement. The Organization understands and agrees that DL2 is not operating as a vendor in the trade.

7. Delivery

7.1. Delivery of the Survey Technology, including Survey Reports, will be available as identified in Schedule B, "Fees, Payments and Important Dates."

7.2. Organization Primary Contact will be notified in advance of the Survey Administration Period for each year.

7.3. Participants who do not complete the Survey(s) will receive additional emails requesting their participation.

8. Records and Communication

- 8.1. The Organization will provide an initial response to DL2 inquiries for localization information in a timely manner as identified in Schedule B, "Fees, Payments and Important Dates."
- 8.2. Organization will be solely responsible for providing the list of Participants, including, names, school(s), and email addresses, and providing the update(s) to DL2 by the date identified in Schedule B, "Fees, Payments and Important Dates."

9. Representation and Risk

- 9.1. UW represents that UW has full power to enter into this Agreement and to grant the rights herein granted to Organization and Organization represents that it has full power to enter into this Agreement, to carry out its obligations hereunder and to accept the rights herein granted from UW.
- 9.2. The Survey Technology has been developed as part of research and professional development activities conducted at the University of Washington, College of Education.
- 9.3. The Survey Technology is not intended to be used as the sole indicator of individual or group performance or, alone or with other measures, to determine professional fitness or advancement. The Survey Technology is not a substitute for independent assessment of Participants by the Organization based on the Organization's independent determination of individual or group professional development plans and training recommendations, or the professional fitness for advancement of Participants.
- 9.4. The Survey Technology is experimental in nature and is made available "AS IS," without obligation by the DL2 to provide accompanying services or support except as specified in this Agreement. The entire risk as to the quality and performance of the Survey Technology is with Organization.
- 9.5. UW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, PERTAINING TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF SURVEY TECHNOLOGY OR ANY SUBJECT OTHERWISE PROVIDED TO ORGANIZATION UNDER THIS AGREEMENT.
- 9.6. UW WILL IN NO EVENT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR LOST PROFITS, LOST BUSINESS OPPORTUNITY, INVENTORY LOSS, WORK STOPPAGE, LOST DATA OR ANY OTHER RELIANCE OR EXPECTANCY, DIRECT OR INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES, OF ANY KIND. ORGANIZATION HEREBY RELEASES UW, COLLEGE OF EDUCATION, DL2, THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, FACULTY, AND STUDENTS FROM ALL CLAIMS RELATING TO THE FOREGOING.

10. Feedback and Fees

- 10.1. Fee(s) apply to a single administration of the selected Survey(s) per Term. Other arrangements require prior written mutual agreement and additional Fees.
- 10.2. Fees will be as identified in Schedule B "Fees, Payment and Important Dates".

- 10.3. Fees are not refundable.
- 10.4. Feedback information will include feedback on the License’s desire to license the Survey and the nature of the intended use of the Survey-related products, services, or projects. The Organization agrees that DL2 is permitted to use the Organization’s Feedback at no charge or royalty as provided by Organization in making changes to the Survey.

11. Term and Termination

- 11.1. The term of this Agreement will be for 1 year from the Effective Date (“Term”) and may be extended for additional Term(s) by prior written mutual agreement of the parties.
- 11.2. Organization may terminate this Agreement at any time upon written notice to UW.
- 11.3. UW may terminate this Agreement upon notice if Organization is in breach of this Agreement and fails within 30 days of a written demand for performance to cure such breach.
- 11.4. With the exception of the survival of the limited rights granted in Section 3.4 for the Survey Reports, termination of this Agreement will terminate all rights and licenses granted to Organization relating to the Survey Technology.
- 11.5. Upon Termination, Organization will certify in writing to UW within 10 days after termination that documentation on the Survey provided by DL2 and access to the Survey Website and all modifications thereof, have been deleted and or returned to UW. Within 10 days after receiving notice from the Organization that the documentation and all copies or modifications thereof have been deleted or returned to UW, UW will provide Organization with a copy of the Survey Reports in a format that is mutually agreeable to UW and Organization.

12. Notices

All notices and other communications related to this Agreement will be deemed to have been duly given (a) 3 days after being sent by registered or certified U.S. mail (postage prepaid) or (b) upon actual receipt if sent by express courier. Notices will be sent to the addresses first given above and will be addressed to the attention of the following individuals:

For matters related to the Agreement:

For the University of Washington:	For the Organization:
Director, Technology Licensing UW CoMotion 4311 Eleventh Ave. NE, Suite 500 Seattle, WA 98105 Email: license@uw.edu Facsimile: 206-616-3322	Name: _____ Title: _____ Address: _____ _____ Email: _____ Facsimile: _____

13. General

- 13.1. This Agreement and the rights and benefits conferred upon UW by Organization hereunder may be assigned or otherwise transferred by UW. Organization may not assign or otherwise transfer the rights and benefits conferred upon Organization by UW without the prior written consent of University of Washington.
- 13.2. Failure of UW to perform or delay in the performance of UW's obligations under this Agreement due to any cause or event not reasonably within UW'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 UW's performance shall be excused during such delay.
- 13.3. Modification of the Agreement including Schedules shall be by prior mutual written consent.
- 13.4. The Organization acknowledges that UW is an agency of the state of Washington and has obligations to maintain public records under RCW 42.56 et. seq. If UW receives a public disclosure request for Organization's records related to Surveyor any part thereof, UW shall notify Organization of the request. UW, at its sole discretion, can respond to the request. If UW releases any Organization records through an operation of law, the release shall not be deemed a breach of this Agreement.
- 13.5. 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.
- 13.6. If any of the provisions of the Agreement shall be determined to be illegal or unenforceable by a court of competent jurisdiction, the other provisions shall remain in full force and effect.
- 13.7. This Agreement shall be construed in accordance with, and its performance shall be governed by, the laws of the State of Washington, United States. Any suit, action, or proceeding arising out of or relating to this Agreement shall be decided in King County, Washington, U.S.A. Company accepts the venue and jurisdiction of the Federal District Court of Western Washington, Seattle, or the King County Superior Courts. The application of the United Nations Convention for contracts for the International Sales of Goods is hereby expressly excluded.
- 13.8. This Agreement shall not be deemed to constitute a partnership, agency, joint venture or contract of employment between Organization and UW.
- 13.9. This Agreement may be executed by facsimile and in identical counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile, scanned, or photocopied signature (and any signature duplicated in another similar manner) identical to the original will be considered an original signature.

The University of Washington and the Organization have executed this Agreement by their respective duly authorized representatives on the dates given below.

Organization

University of Washington

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule A
DL2 Annual Surveys:

Annual Survey of Principals and Annual Survey of Principal Supervisors

Survey Technology - Services

A.1 Surveys include:

Services	Description	Notes
<i>DL2 Annual Survey of Principals (ASP)</i>	<p>The ASP is a validated survey of principals about their work with their principal supervisors. Designed for principals to take at the end of the school year, the survey asks principals questions pertaining to the DL2 Principal Supervisor Performance Standards, as well as about their own growth as instructional leaders.</p> <p>Included in the ASP service are data analysis and two types of reports:</p> <ul style="list-style-type: none"> • District report: Includes district-wide analyses of ASP results across approximately 20 summary statistics and indices and an ASPS comparative analysis (for districts participating in both Surveys). • Principal Supervisor report: Created for each Principal Supervisor, this report includes an analysis of results from their own principals across approximately 20 summary statistics and indices. <p>DL2 provides all reports to the Organization Primary Contact via email.</p> <p>DL2 also provides a one-hour phone consultation with Organization Primary Contact and/or the Organization’s designated leaders on how to interpret and use the survey results. Additional support available as an optional service.</p>	<p>All applicable terminology localized (e.g. Principal Supervisor’s title)</p> <p>Principals receive a link to the survey delivered to their district-provided email address.</p> <p>ASP is available for administration to Participants from April – July.</p> <p>DL2 and Organization Primary Contact will mutually agree on the Survey Administration Period.</p> <p>Survey results are available within 6 weeks after the close of the Survey Administration Period.</p>

<p><i>DL2 Annual Survey of Principal Supervisors (ASPS)</i></p>	<p>The ASPS is a survey of principal supervisors about their work and the context within which it takes place. Designed for principal supervisors to take at the end of the school year, the ASPS asks principal supervisors questions pertaining to each of the DL2 Principal Supervisor Performance Standards and to various research-based supports for their work with principals.</p> <p>Included in the ASPS service are data analysis and a district leader report that includes results calculated across approximately 20 summary statistics and indices and an ASP comparative analysis (for districts participating in both Surveys).</p> <p>DL2 provides all reports to the Organization Primary Contact via email.</p> <p>DL2 also provides a one-hour phone consultation with district point person and/or leaders on how to interpret and use the survey results. Additional support available as an optional service.</p>	<p>All applicable terminology localized (e.g. Principal Supervisor’s title).</p> <p>Each principal supervisor receives a link to the survey delivered to their district-provided email address</p> <p>ASPS is available for administration to Participants from April – July.</p> <p>DL2 and Organization Primary Contact will mutually agree on the Survey Administration Period.</p> <p>Survey results are available within 6 weeks after the close of the Survey Administration Period.</p>
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Schedule B
Fees, Payments and Important Dates

B.1 “Important Dates” means:

In the first subscription year:

- Organization to pay the Survey Fee and the Participant Fee within 30 dates of the Effective Date.
- Organization to provide localization and or customization information, if needed for administration of the Surveys, to DL2 prior to March 1st or at a date acceptable to DL2.
- Surveys are available on DL2 Website as of April 1st.
- Participants may enter Data during the Survey Administration Period.
- May – September: Reports available and Consultation call (as mutually agreed).

In all subsequent years:

- Organization to pay the Survey Fee by the anniversary of the Effective Date.
- Prior to March 1st, Organization to provide DL2 with an updated list of the number of participants as of January 1st of that calendar year.
- University will send an invoice for the annual participant fee to the Organization.
- Organization to pay the Participant Fee within 30 dates of receipt of the invoice from University
- Surveys are available on DL2 Website as of April 1st.
- Participants may enter Data during the Survey Administration Period.
- May – September: Reports available and Consultation call (as mutually agreed).

B.2 Identification of Licensed Survey(s)

Please identify which Survey your Organization is subscribing to, or if it is subscribing to both Surveys.

- Annual Survey of Principals
- Annual Survey of Principal Supervisors
- Both

Below we request the number of principals and principal supervisors employed by your district at the Effective Date. Please provide a URL for the public sources/website used to report number of principals and principal supervisors: _____

B.3 Fees (from Section 6.1):

B.3.1 There are two parts to the annual subscription fees: Annual Survey Fee (B.3.1.1) and Annual Participant Fee (B.3.1.2.)

B.3.1.1 Annual Survey Fee. Organization shall pay to University an annual survey fee with the first such fee due within 30 days of the Effective Date and subsequent fees due on the anniversary of the Effective Date. The annual fee shall be US\$6,000 for a subscription to the Annual Survey of Principals; \$3,000 for a subscription to the Annual Survey of Principal Supervisors; or \$9,000 for a subscription to both the Annual Survey of Principals and the Annual Survey of Principal Supervisors.

B.3.1.2 Annual Participant Fee. Organization shall pay to University an annual participant fee based on the number of participants. The amount of the Annual Participant Fee will be:

- \$20 per school principal participating in the Annual Survey of Principals
- \$500 per principal supervisor participating in the Annual Survey of Principals

- \$500 per principal supervisor participating in the Annual Survey of Principal Supervisors

The amount of initial annual participant fee shall be paid by the Organization within 30 days of the Effective Date and shall be based on the following schedule which is current at the time of the Effective Date:

	Fee per participant/per year	Number of Participants	Subtotals (Fees x Number of Participants)
Fee per school principal participating in the Annual Survey of Principals	\$20		
Fee per principal supervisor participating in the Annual Survey of Principals	\$500		
Fee per principal supervisor participating in the Annual Survey of Principal Supervisors	\$500		
Total Participant Fee (sum of the subtotals)			
Annual Survey Fee (from B.3.1.1)			
TOTAL ANNUAL SUBSCRIPTION (Total Participant Fee + Annual Survey Fee)			

B.3.2 Participant Reports and Ongoing Participant Fees. Prior to March 1st each year after the first survey, Organization shall email or otherwise deliver to DL2 (dl2uw@uw.edu) a participant report recounting the number of Principal participants and Principal Supervisor participants for each Annual Survey with an updated list of the number of participants as of January 1st of that calendar year. After March 1st each year, University will send an invoice for the annual participant fee to the Organization. Annual participant fees shall be paid by the Organization within 30 days of receipt of the invoice from University.

B.3.3 Technical Assistance Fee. Fees for Additional Technical Services and Customization are available on an AS AVAILABLE basis and will be negotiated by prior written mutual agreement and will be payable in two equal installments: an initial fee payable prior to the start of the Additional Technical Services or customization; and the remaining fee at the submission of University’s report of completed Additional Technical Services or customization to the Organization. Additional Technical Services and Customization may include the following services and fees: (“Technical Assistance Fees”)

B.3.3.1: Additional consultation on survey results: \$250/hour

B.3.3.2 Additional data analysis: \$187/hour

B.4 Payment

B.4.1 Payments. All Fees identified in Section B.3 “Fees” are payable by check, wire transfer, or any other mutually agreed upon and generally accepted method of payment. All checks to University will be made payable to "University of Washington" and will be mailed to the address specified in Section 12 “Notices” of this Agreement. Upon request, University shall deliver to Organization written wire transfer instructions. Wire transfer is subject to an additional \$30 fee to be added to the payment.

B.4.2 Invoices. Invoices for the fees shall be invoiced by University. University will include Organization’s Purchase Order (PO) numbers on the invoice for the initial Annual Subscription Fee if Organization enters such PO number here: _____. University will also include Organization’s

PO numbers on invoices for the ongoing Annual Subscription Fees if Organization emails such PO number with reference to the University agreement number referenced in Section B.4.1 to c4cfbo@uw.edu at least 30 days prior to the anniversary of the Effective Date.