



Stakeholder Members License

This EarlyEdU Alliance Membership Agreement ("Agreement") is between the University of Washington, a public institution of higher education ("UW"), and an organization interested in strengthening the early education workforce, including sponsors, government agencies, non-profit and community organizations, ("Stakeholder Member"). The Agreement is entered into as of the last date upon which this Agreement is fully executed ("Effective Date").

Background:

The EarlyEdU Alliance ("EarlyEdU") is a diverse community of higher education, government, non-profit, and philanthropic stakeholders dedicated to strengthening US early care and educational workforce by working together to increase access to affordable bachelor's degrees, by offering offer relevant coursework and effective college instruction to improve teaching interactions and practices for early care and education professionals. EarlyEdU courses, technology, and instructional resources, ("Works), along with EarlyEdU's Communities of Practice and its Annual Institute ("Services") as identified in Schedule A.

The Works and Services are UW's intellectual property and are protected by copyright and trademark laws and international treaties and licensed by UW on the terms and conditions set forth below.

1. Definitions

"Authorized User" means current employees of the Stakeholder Member who meet the following qualifications: they are working for the Stakeholder Member; they are teaching courses for the Stakeholder Member's non-commercial benefit, and they have been notified of the terms and conditions of the Agreement.

"EarlyEdU Contact" means the email contact at: info@earlyedualliance.org

"Feedback" means information in written or verbal form provided by Stakeholder Member to the designated UW EarlyEdU Contact on use of the Works by Stakeholder Member. Feedback includes, but is not limited to:

- Demographic information about Students enrolled in any EarlyEdU course or in STAKEHOLDER-developed courses using EarlyEdU Coaching Companion.
- Information about how course materials have been used in adherence to the conditions in section 2 of this Agreement.
- Information about how Works have been used in professional development activities and/or in public presentations.

"Students" means persons enrolled in courses offered by the Stakeholder Member.

"Works and Services" means the copyright Works and Services described in Schedule A.



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2. Grant and Conditions of Membership

Provided the Stakeholder Member conforms to the terms and conditions of this Agreement, UW hereby grants, and Stakeholder Member accepts:

- a limited, no-fee, non-transferable, non-exclusive license to access, display, and perform the Works and print and distribute digital access and printed output from the Works, provided such access and printouts are primarily for Stakeholder Member's use.; and b) EarlyEdU course materials for Stakeholder courses that will be offered.
- a limited non-exclusive fee-based license for certain Services, to be negotiated at a later date, for a customized version of the EarlyEdU Coaching Companion for professional development to be made available via Stakeholder-sponsorship.
- an invitation, with complimentary lodging and hosted meals, for one member of the Stakeholder organization to attend the Annual EarlyEdU Alliance Institute. Note: Stakeholder member is responsible for personal travel expenses to attend the Institute. The time and location of the Annual Institute are to be determined.

Stakeholder Member gains no ownership in the Works and Services and will retain in the Works and Services the copyright, trademark, or other notices pertaining to the Works and Services as provided by UW.

Stakeholder Member does not have a right to modify the Works and do not a right to distribute, publish, or otherwise transfer or allow to be transferred the copies of the Works, in whole or in part, without prior written permission of UW.

Stakeholder Member will neither provide third parties access to the Works, nor allow third parties to use the Works.

During the membership year, Stakeholder Member agrees to:

- Inform all Authorized Users using Works of the terms and conditions of this agreement.
- Use most of an EarlyEdU course and/or use the EarlyEdU Coaching Companion with a Stakeholder Member course.
- Use EarlyEdU content and materials for the sole purpose of teaching courses that conform to the following guidelines:
 - Instructors will be expected to provide specific feedback and rationale for the course elements used/not used, the context in which they are used, and confirm how they align with the effectiveness or competency based nature of the course.
 - Courses are expected to have competency based assignments where students make videos of themselves demonstrating specific teaching practices with children and families.
 - Courses are expected to include small group communities of reflection and practice, to develop student capacity to provide feedback and to build professional connections. Instructors provide regular, frequent, and high quality feedback to students on implementation of specific teaching practices as specified in course assignments and support students' providing feedback to one another.
- Accepts its sole responsibility for obtaining any permissions, releases, institutional or



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regulatory agreements required to have its Authorized Users and Students use the Works and Services. Stakeholder is solely responsible for providing Authorized Users with information on the Stakeholder's Student privacy policy and records retention policies and, as needed, conditions contained in the Family Educational Rights and Privacy Act and regulations ("FERPA") including obtaining required FERPA-related releases and forms and Subscriber-policies related to gathering and storing FERPA-related forms.

- Provide the EarlyEdU Alliance with Feedback in a timely manner.
- Agrees that UW EarlyEdU Alliance, at its sole discretion, is permitted to use Stakeholder Member's Feedback at no charge or royalty in making changes to the Works.

3. Stakeholder Member Benefits

During the membership year, Stakeholder Member will receive the following Works from the EarlyEdU Alliance:

- Access to video and other resources on the EarlyEdU Member website.
- EarlyEdU course materials for courses that will be offered.
- Invitation, with complimentary lodging and hosted meals, for one member of the Stakeholder Member organization at the EarlyEdU Annual Institute. Note: the Stakeholder Member is responsible for personal travel expenses to attend the Institute. The time and location are to be determined.
- For Stakeholder Member that are state agencies: Fee-based customized version of the EarlyEdU Coaching Companion to use for professional development activities with the state's workforce. If the Stakeholder Member does desire to have the customized version developed, the fee and deliverables will be negotiated based on the Stakeholder Member's needs and by prior written mutual agreement as an Amendment to this Agreement.

4. UW Modification and Trademarks

UW reserves the right to modify or make improvements in the Works at any time without notice. UW shall endeavor to correct defects as identified by UW relating to the Works' operation.

This Agreement does not grant permission to use the trade names, identifiers, trademarks, service marks, or product names of the UW or EarlyEdU Alliance, except as required for reasonable and customary use in describing the origin of the Works and Services. The Stakeholder Member shall 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. Term and Termination

Access to the Works and Services is as of the Effective Date and ends on June 30, 2020 ("Term") and may be renewed by the Parties for additional Terms.

Either Party may terminate this Agreement at any time upon written notice to the other Party. The provisions under which this Agreement may be terminated will be in addition to any and all other



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legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

Termination of this Agreement will terminate all rights and licenses granted Stakeholder Member relating to the Works and Services.

6. Warranties and Disclaimers

The Works and Services are intended for educators and professionals involved in early education ("Audience"). The Stakeholder Member is responsible for ensuring the use of the Works and Services is appropriate

Stakeholder Member acknowledges that the Works and Services are for informational and educational purposes only and is not a substitute for Stakeholder Member's professional judgment. STAKEHOLDER MEMBER'S RELIANCE UPON THE WORKS AND SERVICES IS SOLELY AT STAKEHOLDER MEMBER'S OWN RISK AND IF STAKEHOLDER MEMBER USES THE WORKS AND SERVICES IN THE TRAINING OF OTHERS, STAKEHOLDER MEMBER ASSUMES THE RESPONSIBILITY AND THE RISK FOR EVERYONE TO WHOM STAKEHOLDER MEMBER GIVES ACCESS, OR FOR WHOM STAKEHOLDER MEMBER DISPLAYS OR PERFORMS THE WORKS AND SERVICES.

The Works and Services are an academic research tool that is experimental in nature and is supplied "AS IS", without obligation by the UW to provide accompanying services or support. The entire risk as to the quality and performance of the Works and Services is with Stakeholder Member.

UW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, PERTAINING TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF WORKS AND SERVICES OR ANY OTHER MATERIALS OTHERWISE PROVIDED TO STAKEHOLDER MEMBER UNDER THIS AGREEMENT.

7. General

This Agreement shall be construed in accordance with, and its performance shall be governed by, the laws of the State of Washington. Any suit, action, or proceeding arising out of or relating to this Agreement shall be decided in King County, Washington, U.S.A. Stakeholder Member accepts the venue and jurisdiction of the Federal District Court of Western Washington, Seattle, or the King County Superior Courts..

No omission or delay of either party hereto in requiring due and punctual fulfillment of the obligations of any other party hereto shall be deemed to constitute a waiver by such party of its rights to require such due and punctual fulfillment, or of any other of its remedies hereunder. Amendments to this Agreement must be in writing, reference this Agreement, and be signed by duly



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authorized representatives of UW and Stakeholder Member. Headings are provided for convenience only.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the parties will work together in good faith to amend the Agreement to retain the original intent of the invalid clause and the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

This Agreement and the rights and benefits conferred upon Stakeholder Member hereunder may not be assigned or otherwise transferred by Stakeholder Member without the prior written consent of UW. This Agreement may be assigned by UW.

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.

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.

This Agreement may be executed in one or more counterparts, or by facsimile or electronic signature.

UW and the Stakeholder Member have caused this Agreement to be duly executed by their respective authorized representatives.

For University of Washington

Stakeholder Member

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Name of Organization: _____

Date: _____

Date: _____

Address: UW CoMotion
4545 Roosevelt Way NE, Suite 400
Seattle, WA 98105

Address: _____



Stakeholder Members License

Phone: 206-534-3970

Email: license@uw.edu

Phone: _____

Email: _____

PLEASE RETURN ALL PAGES OF THE LICENSE AGREEMENT TO LICENSE@UW.EDU.



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Schedule A Works and Service

Works	Description	Available to	To be provided by Stakeholder Member or Authorized Users
Courses	<p>For each course, complete set of materials, required to teach college-level course in person (syllabus, assignments, digital presentations, activities, and handouts), to be delivered as electronic files,</p> <p>or instance of online course in EarlyEdU Canvas LMS,</p> <p>or electronic course files to be uploaded to Stakeholder Member's LMS</p>	<p>Authorized Users teaching EarlyEdU course(s) during the membership period (access only to course(s) being taught, not to all EarlyEdU courses)</p>	<p>Subscriber: Contact information for Authorized Users</p> <p>Authorized Users: Feedback on Courses; documentation of any changes made to course materials and how changes maintained fidelity to EarlyEdU guidelines</p>
Media Library	<p>Videos of teaching practices in early learning settings; videos of scholars speaking about their research</p>	Authorized Users	<p>Feedback; information about how videos were used in teaching or other professional activities</p>



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Services	Description	Available To	To be provided by Stakeholder Member or Authorized User
Annual Institute	Annual conference of Alliance members; 2 nights' lodging and hosted meals during Institute	One representative from the Stakeholder organization	Feedback
Community of Practice	Virtual meetings of faculty, held once or twice per month during academic year	Authorized Users	Feedback
Coaching Companion	Video sharing and coaching feedback web-hosted LMS for students and instructors to share videos of teaching practices; provide feedback to one another; and engage in dialogue about teaching practices	Authorized Users and Students in classes offered through Stakeholder Member that are using the Coaching Companion. All users will agree to the Coaching Companion Participation Terms prior to having password access to EarlyEdU Coaching Companion.	Feedback; acknowledgment of EarlyEdU guidelines for use of Coaching Companion
Coaching Companion Technical Support	Tech support for Authorized Users and their students between the hours of 9 am and 5 pm PT, Monday-Friday	Authorized Users and Students at in classes offered through Stakeholder Member that are using Coaching Companion.	Feedback
Additional Technical Support and Customization	TBD Any added customization or additional technical support provided on a fee basis by UW EarlyEdU	TBD Must be authorized by the Subscriber and mutually agreed by in writing by Subscriber/Licensee and UW EarlyEdU	TBD



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**Schedule C
Membership Questionnaire**

Organization:
Job Title:
Email:
Are you interested in offering EarlyEdU courses or using the EarlyEdU Coaching Companion through your organization (Yes/No/I need more information)
If you answered "yes" to the previous question, when would you want to begin to offer EarlyEdU courses and/or use the EarlyEdU Coaching Companion? (Month-year/Not sure)
Do you want to be included in the directory of Alliance members published on our website? (Yes/No)