

Instructions

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

CONTENT ONLY VERSION

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 information on pages 1, 5 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
CoMotion
University of Washington
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 the Content Only Version of the DL2 Surveys.

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

CONTENT ONLY VERSION

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 (“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 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 a content-only version of its DL2’s Annual Survey of Principals and Annual Survey of Principal Supervisors (“Survey”) survey instruments, in digital format for organizations to incorporate into their own existing survey/content management software and otherwise administer themselves without assistance from DL2. (“Content Only Version”).

2. Definitions

- 2.1. “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: _____

- 2.2. “Survey” means the questionnaires that have been developed or modified by DL2, including but not limited to the resource materials available on the Survey website.
- 2.3. “Survey Supporting Material(s)” means materials outlining the suggested administration process and sample reporting process. Supplied by DL2 to the Organization related to the deployment of the Content Only Version.
- 2.4. “Survey Website(s)” means the password-protected website for the Content Only Version.

2.5 “Survey Technology” means, collectively, the Survey, Survey Supporting Materials, and the Survey Websites that DL2 requires to deliver the Content Only Version to the Organization.

2.6. “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 Content Only Version, including the following rights: (a) to allow Organization’s Primary Contact(s) to download and deploy the Content Only Version on Organizations existing web or other servers; (b) to copy, reproduce and distribute, modify, perform and display contents of the Content Only Version of the Survey solely for internal use by the Organization. This grant does not include Third Party sublicense rights.

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. 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 Content Only Version and Survey Technology to Third Parties.

3.5 No updates will be provided for the Surveys for the Content Only Version.

4. Ownership

4.1. UW owns the intellectual property in the Content Only Version and Survey Technology. UW solely reserves all rights not expressly granted in this Agreement.

4.2. Organization will retain in the Survey 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 Content Only Version of 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. Technical Assistance and Responsibilities

5.1. The Organization Primary Contact will be responsible for all aspects for the deployment and use of the Content Only Version. No additional administration, technical support or customization support will be available from DL2 for the Surveys.

5.2 DL2 will be responsible solely for providing assistance solely for the providing access to the Content Only Version by the Organization’s Technical Contact. during normal weekday business hours (Pacific Time Zone) by email at: dl2uw@uw.edu

6. Delivery

6.1. Delivery of the Survey Technology, will be available as identified in Schedule B, “Fees, Payments and Important Dates.”

7. Representation and Risk

7.1. 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.

7.2. The Survey Technology has been developed as part of research and professional development activities conducted at the University of Washington, College of Education.

7.3. 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.

7.4. 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.

7.5. 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.

7.6. 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.

8. Feedback and Fees

10.2. Fee is identified in Schedule B “Fee and Payment.”

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.

9. Term and Termination

9.1. The term of this Agreement will be for 5 years from the Effective Date (“Term”) and may be extended for additional Term(s) by prior written mutual agreement of the parties.

9.2. Organization may terminate this Agreement at any time upon written notice to UW.

9.3. 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.

9.4. With the exception of the survival of the limited rights granted in Section 3.2 for the Survey Reports, termination of this Agreement will terminate all rights and licenses granted to Organization relating to the Survey Technology.

9.5 Within 10 days of Termination, Organization will certify in writing to UW that the Content Only Version of the Survey including documentation on the and all modifications thereof, have been deleted from Organization’s servers and website, or returned to UW.

10. 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, Innovation Development UW CoMotion 4545 Roosevelt Way NE, Suite 400 Seattle, WA 98105 Email: license@uw.edu Facsimile: 206-616-3322	Name: _____ Title: _____ Address: _____ _____ _____ Email: _____ Facsimile: _____

11. General

- 11.1. 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.
- 11.2. 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.
- 11.3. Modification of the Agreement including Schedules shall be by prior mutual written consent.
- 11.4. 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. 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.

11.8. This Agreement shall not be deemed to constitute a partnership, agency, joint venture or contract of employment between Organization and UW.

11.9 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 their performance and their own growth as instructional leaders. The questions directly address the DL2 Principal Supervisor Performance Standards, the CCSSO Model Principal Supervisor Professional Standards and other standards related to principal supervisors' performance.</p> <p>Included in the ASP Content Only Version:</p> <ul style="list-style-type: none"> • ASP survey content, including instructions, items, and scales • Survey administration guidance, including: set-up instructions, administration guidelines, and survey follow-up instructions • Survey reporting guidance, including: data cleaning processes and approximately 20 summary statistics and indices. <p>Additional support available as an optional service.</p>	<p>Organizations receive a link to download a PDF of the Survey and Survey Supporting Materials delivered to their specified email address.</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 their performance and their own growth as instructional leaders. The questions directly address the DL2 Principal Supervisor Performance Standards, the CCSSO Model Principal Supervisor Professional Standards and other standards related to principal supervisors' performance and to various research-based supports for their work with principals.</p> <p>Included in the ASPS Content Only Version:</p> <ul style="list-style-type: none"> • Survey instructions, items, and scales • Survey administration guidance, including: set-up instructions, administration guidelines, and follow-up instructions • Survey reporting guidance, including: data cleaning guidelines and approximately 20 summary statistics and indices. <p>Additional support available as an optional service.</p>	<p>Organizations receive a link to download a PDF of the Survey and Survey Supporting Materials delivered to their district-provided email address.</p>
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Schedule B
Fees, Payments and Important Dates

B.1 Fee

B.1 The one-time Fee for the Content Only Version is \$2,500 USD.

B.2 Payment

B.2.1 Payments. The Fee identified is 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 and will reference the University agreement number _____. 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.2.2 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 ipfin@uw.edu at least 30 days prior to the anniversary of the Effective Date.