

FoodMania Curriculum

Designated Research Participant – End User License

Agreement

This FoodMania Curriculum Research Participant End User License Agreement ("Agreement") is made between CoMotion, University of Washington, a public institution of higher education and an agency of the state of Washington, ("UW") the entity or individual ("End User").

BACKGROUND

The Curriculum was written and produced by the University of Washington, NW Center for Excellence in Media Literacy by Professor Marilyn Cohen, PhD via disclosure UW #48056 under a grant to Washington State University ("WSU") with funding from the National Institute of Food and Agriculture, U.S. Department of Agriculture, under award number 2012-68001-19618. The Curriculum is a family-based nutrition education curriculum that facilitates discussion among parents and children regarding taking action focused on making healthier food choices.

CURRICULUM

The Curriculum includes:

- USB flash drive containing FoodMania lesson plans and scripts, FoodMania PowerPoints, handouts, activities, game materials including boards and game cards, posters and *FoodMania* Resource Booklet
- Educator Manual
- Introductory Letter with overview of USB drive
- UW survey ("Curriculum").

The Curriculum is the joint copyright of the UW and WSU and is protected by copyright laws and international treaties. The Curriculum is licensed to individuals, or organizations on behalf of the individuals ("End Users") by UW on the terms and conditions set forth below.

1. License Grant

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End Users may not make modifications to the Curriculum content or format of the Curriculum.

End Users do not have the right to sub-license, provide access to, or display the Curriculum to other

entities or individuals (“Third Parties”).

End Users may not post the Curriculum on a public website. No display of, or access to, the Curriculum may occur outside of an in-person teaching environment.

End Users may not use the Curriculum to develop a separate Curriculum and may not market the Curriculum or present themselves as the developer of the Curriculum.

End Users may only make a single back-up duplicate of the USB. No other reproduction of the USB is allowed.

End User shall gain no ownership in the Curriculum and shall retain in the Curriculum the copyright, trademark, or other notices pertaining to the Curriculum as provided by UW. The copyright information and citation of the Curriculum may not be altered or changed.

The following citation must be included in the credits or attribution pages for the Curriculum: “The FoodMania Curriculum was written and produced by the University of Washington under a grant to Washington State University with funding from the National Institute of Food and Agriculture, U.S. Department of Agriculture, under award number 2012-68001-19618, and is reproduced and is licensed from the University of Washington.”

UW reserves the right to modify or make improvements in Curriculum at any time without notice.

In no event shall the UW, its employees, agents, or officers provide any services under this Agreement.

3. Delivery and Format

Upon execution of this Agreement, UW will send the USB and instructions on accessing the Curriculum to the End User at the contact information provided in the signature within 7 business days.

4. Feedback

End User hereby agrees to complete the FoodMania survey and that UW may contact End User at mutually convenient times to request information on deployment of the Curriculum by the End User to assist UW in its further research and development of the Curriculum.

In recognition of the valuable feedback to be provided by the End User, UW will provide the Curriculum at no charge to the End User.

5. Termination

End User may terminate this Agreement at any time upon written notice to UW. UW may terminate this Agreement if End User is in default of any of its obligations set forth herein and fails within 30 days of a written demand for performance to cure such default.

The provisions under which this Agreement may be terminated will be in addition to any and all other 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 to End User relating to Curriculum.

6. Warranties and Disclaimers

The Curriculum is designed for general educational purposes only and is not intended in any way to substitute for professional medical advice, consultation, diagnosis, or treatment. **THE CURRICULUM IS PROVIDED AS IS WITH NO WARRANTY AND WITHOUT OBLIGATION BY THE UW TO PROVIDE ACCOMPANYING SERVICES OR SUPPORT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE CURRICULUM IS WITH THOSE USING THE CURRICULUM.** By using the Curriculum you have acknowledged that: you have read and understand this disclaimer and you agree to be legally bound by this disclaimer. If you do not agree to be legally bound by this disclaimer, you may not use the Curriculum.

7. Indemnification and Liability

End User shall indemnify and hold harmless UW and its officers, faculty, employees, students and agents, against any and all claims, suits, losses, damages, costs, fees and expenses resulting from End User's use of Curriculum, including but not limited to any damages, losses or liabilities whatsoever with respect to death or injury to any person and damage to any property. This indemnification clause shall survive the termination of this Agreement.

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This Agreement is made in and shall be governed by the laws of the State of Washington excluding choice of law principles. Any suit, action, or proceeding arising out of or relating to this Agreement shall be decided in King County, Washington, United States of America.

End User accepts the venue and jurisdiction of the Federal District Court of Western Washington, Seattle, or the King County Superior Courts.

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. Any amendment of these terms and conditions must be in writing and signed by both parties.

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

Contact for additional information about the Curriculum and notification of defects:

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This Agreement may be executed in one or more counterparts, by facsimile, or by electronic signature. UW and Individual Member have executed this Agreement on the dates given below.

Important Note: Your license is not executed until you have agreed to the terms and conditions of the license and completed the End User Licensee information below.

For University of Washington

End User

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: UW CoMotion
4545 Roosevelt Way NE, Suite 400
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Phone: 206-534-3970
Email: license@uw.edu

Address: _____

Phone: _____
Email: _____

Customer Service

For any questions, please contact the Express Licensing Program.

Phone: 206-543-3970 Email: license@uw.edu