

Jobs for the Future – _____
Common Instructional Framework Resource Book License Agreement

This License Agreement (“Agreement”) is made as of _____, 2014 (“Effective Date”), and is between Jobs for the Future, Inc., 88 Broad Street, Boston, MA 02110 (“JFF”), and _____ (“Licensee”).

Licensee desires to make available to teachers in Licensee’s school district copies of certain JFF Common Instructional Framework Resource Books. JFF is willing to provide a file(s) of the applicable CIF Books, which Licensee may make available to Teachers through a password-protected website under the control of Licensee and otherwise in accordance with the terms of this Agreement. Therefore, in consideration of the premises and promises in this Agreement and intending to be legally bound, the parties agree as follows:

1. DEFINITIONS

In addition to the terms defined elsewhere, this Agreement uses the following defined terms:

CIF Books means, collectively, the JFF Common Instructional Framework Resource Books identified in Exhibit A attached hereto (as may be amended as mutually agreed from time to time).

Teacher means any instructor, school administrator, or instructional coach in the Territory who has been granted a sublicense by Licensee to use one or more CIF Books as provided in this Agreement.

Territory means _____.

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4. CONSIDERATION

Licensee shall pay JFF \$10 for the right to grant each sublicense of each CIF Book. Licensee

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This Agreement shall continue as long as Licensee uses any CIF Book as permitted hereunder. However, this Agreement will terminate if Licensee fails to comply with any term or condition in this Agreement. In particular, if Licensee breaches this Agreement and has not cured such breach to the reasonable satisfaction of JFF within 30 days after notice, JFF may terminate this Agreement upon a subsequent notice, and in such event this Agreement and all rights granted to Licensee shall immediately cease.

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7. GENERAL TERMS

a) If any term of this Agreement is found to be invalid, illegal, or unenforceable, such term shall be severed from this Agreement, but the other terms shall remain in full force and effect. This Agreement shall be binding upon and inure to the benefit of each party and to the successor of substantially all of the assets of each party to which this Agreement relates.

b) No party shall, by mere lapse of time and without giving express notice thereof, be deemed to have waived any right or remedy arising hereunder or in connection with any

breach hereof.

c) This Agreement is governed by the laws of the Commonwealth of Massachusetts, without giving effect to its conflict of laws principles. If there is any dispute between the parties which cannot be amicably settled, the parties consent to the exclusive personal jurisdiction of the courts of Massachusetts to resolve it.

d) Any press release or other public announcement or information about this Agreement shall be made or released only after it has been approved in writing by the parties.

e) Nothing in this Agreement shall be construed as establishing a joint venture, partnership, or agency relationship between the parties, each of which is and shall be deemed to be an independent contractor.

f) This Agreement (including its Exhibits) is the entire agreement between the parties with respect to its subject matter, and it supersedes all oral or written agreements and communications between the parties concerning such subject matter. If there is any ambiguity or inconsistency between this Agreement and any other agreement or communication between the parties, the provisions of this Agreement shall control.

g) This Agreement may be changed or amended only in a writing signed by both parties.

In witness whereof, each party has caused its duly authorized representative to sign this Agreement on its behalf.

Jobs for the Future, Inc.

By: _____

By: _____

Its: _____

Its: _____

Date: _____, 2014

Date: _____, 2014

Please return this contract to Sandra Jadotte, Executive Assistant, Jobs for the Future, sjadotte@jff.org.

EXHIBIT A

CIF Books

For use of one Book by one Teacher, Licensee will pay \$10.

1. *The Common Instructional Framework: Rubrics and Support Guides for Teachers*

This publication is intended for high school teachers and provides clear rubrics and information for teachers implementing the Common Instructional Framework in their classrooms as part of Early College Designs.

2. *Initiating, Developing, and Demonstrating the Common Instructional Framework for Instructional Coaches and Administrators*

This publication is intended for instructional coaches and administrators and provides recommendations for supporting teachers. (This book contains the content of the first book, with an additional set of rubrics for instructional coaches and administrators.)

3. *Initiating, Developing, and Demonstrating Rounds*

This publication is intended for school leaders establishing a Rounds program and provides a step-by-step process for implementation. Rounds are a practice of observing, reviewing data, and collaborating with all teachers for continuous school improvement.

EXHIBIT B

Form of Click-Through Sublicense to Licensee's Employees

IMPORTANT--READ CAREFULLY: This click-through End User License Agreement's ("Agreement") is a legal agreement between you ("You") and Jobs for the Future, Inc. ("JFF") for each Common Instructional Framework Book made available to You, including without limitation, as applicable, associated media, printed materials, online or electronic documentation, software, all improvements, modifications, or updates thereto (collectively, the "CIF Books").

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2. Term; Termination.

- A. This Agreement is effective when You accept the Terms by clicking the "I Accept" icon below and continues for as long as You remain an employee of Your current employer.

- B. Without prejudice, JFF may terminate this Agreement if it believes You have failed to comply with any Term.
- C. If You are no longer an employee of Your current employer or if You decide not to continue using the CIF Books for any reason, You shall destroy all copies of the CIF Books and their component parts, including any documentation, or return the same to Your employer. Termination will not relieve You from any obligation which has already accrued.
- D. JFF may also terminate this Agreement if it believes or suspects that any CIF Book infringes in whole or in part the rights of any third party or for its convenience. In such event, You shall promptly destroy all copies of the CIF Books and its component parts, including any documentation, or return the same to Your employer.
- E. Regardless of the reason for termination, You will keep all knowledge of the CIF Books confidential thereafter.

3. Security.

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5. NO WARRANTY; REMEDY

- A. JFF believes it has taken reasonable precautions in preparing the CIF Books, but JFF and its staff, authorized resellers, and agents assume no responsibility for any errors or omissions. CONSEQUENTLY, THE CIF BOOKS ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JFF DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, JFF DOES NOT AND CANNOT WARRANT THE RESULTS OF EFFICACY FROM USING ANY CIF BOOK.

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7. MISCELLANEOUS

- A. The Agreement is governed by the laws of the Commonwealth of Massachusetts without the application of any conflict of laws principles, and You consent to the exclusive personal jurisdiction and venue of the state and federal courts located in Massachusetts for any dispute which cannot be amicably settled. You will comply with all applicable laws and regulations in connection with Your use of the CIF Books and this Agreement.
- B. You acknowledge that Your breach of this Agreement may cause irreparable damage to JFF, for which the award of damages would not be adequate compensation. Consequently, JFF may institute an action to enjoin You from any and all acts in violation of these provisions, which remedy will be cumulative and not exclusive, and JFF may seek the entry of an injunction enjoining any breach or threatened breach of these provisions, in addition to any other relief to which JFF may be entitled at law or in equity.
- C. This Agreement, in addition to any other terms of use displayed within the CIF Books, as such terms may be updated from time to time, constitutes the entire understandings and agreements between You and JFF and supersedes any prior agreements or understandings, oral or written, relating to the subject matter hereof. No waiver or failure to exercise any right under the terms of this Agreement shall be effective unless in writing by JFF, and in no event shall any such waiver be construed to be a waiver of the same on any other occasion or of any other right.
- D. If You have any questions concerning this Agreement, or if You desire to contact JFF for any reason, please address Your correspondence to Sandra Jadotte, Executive Assistant, Jobs for the Future, sjadotte@jff.org, 617.728.4446 x117.

If You have read, understood, and accept the Terms, please do so by clicking the "I Accept" icon below. If You do not accept the Terms, please do so by clicking the "I Do Not Accept" icon below and, if applicable, by uninstalling and returning the CIF Books to JFF.

< I ACCEPT >

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