

PrintED[®] State Licensure Agreement

This license agreement is made by and between the Graphic Arts Education and Research Foundation, a non-profit foundation having a principal place of business at 1899 Preston White Drive, Reston, VA 20191 (hereinafter "GAERF[®]" or "Licensor") and _____ ("Licensee") and is effective upon execution by both parties and receipt by Licensor of the statement required by paragraph four (4) below.

1. Licensor is the owner of certain copyright rights in the works entitled "PrintED[®] standards and competencies." The parties agree that all rights, including but not limited to rights under the federal copyrights laws, in and to the PrintED[®] standards and competencies shall remain the sole and exclusive property of Licensor.

2. In consideration of the Agreement contained herein, and for the sum of one-thousand eight hundred dollars (\$1800.00) paid by Licensee to Licensor, Licensor hereby grants to Licensee the nonexclusive, nontransferable right to reproduce hard copies and/or make photocopies or electronic copies of the PrintED[®] standards and competencies for use by Licensee, and the nonexclusive, nontransferable right to use the PrintED[®] standards and competencies CD-ROM or other such media containing the PrintED[®] standards and competencies, in accordance with the terms and conditions set forth herein.

3. The licensed PrintED[®] competencies and standards are those materials provided by Licensor to Licensee on CD-ROM and may not be altered in any way. The licensed PrintED[®] competencies and standards do not include PrintED[®] exit examinations or associated materials, nor any PrintED[®] school accreditation services that may be or are provided by Licensor.

4. Licensee agrees to provide Licensor with a statement setting forth Licensee's intended use and distribution of the PrintED[®] standards and competencies. Licensee will provide such statement in Exhibit A to this Agreement, attached hereto and incorporated herein, and will return the statement to Licensor with the executed copy of this Agreement.

5. Each and every reproduction or duplication of the PrintED[®] competencies and standards, whether contained in print or electronic media, shall display the appropriate attribution notice "PrintED[®]" and the appropriate copyright notice "© 2002, 2004 GAERF". If requested by Licensor, Licensee will modify all such labeling for subsequent reproductions as deemed necessary by Licensor.

6. Licensee will provide appropriate credit or attribution to the PrintED[®] standards and competencies and Licensor if the PrintED[®] standards and competencies are used for implementation of any state or regional curriculum standards, compiling PrintED[®] materials for student testing, or for certification tests for teacher preparation.

7. Licensee acknowledges that PrintED[®] and GAERF[®] are federally registered service marks of Licensor and Licensee agrees to limit use of the PrintED[®] and GAERF[®] marks to appropriate trademark/service mark uses. Licensee shall not use the PrintED[®] or GAERF[®] marks to imply or infer that PrintED[®] accreditation has been obtained, unless and until Licensor has conferred such accreditation by separate agreement between Licensor and Licensee.

8. Within one year of execution of this Agreement, Licensee agrees to provide Licensor with appropriate feedback regarding how and to what extent the PrintED[®] standards and competencies were used. Licensee further agrees to provide Licensor with a copy of any curriculum developed by Licensee which incorporates in whole or in part the PrintED[®] standards and competencies.

9. Use of the licensed PrintED[®] competencies and standards by Licensee shall be for the express and sole purpose of pursuing PrintED[®] accreditation.

10. Use of the PrintED[®] standards and competencies does not qualify a program for accreditation, except as part of Licensor's prescribed accreditation process and industry evaluation.

11. LICENSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PrintED[®] STANDARDS AND COMPETENCIES CD-ROM OR OTHER SUCH ELECTRONIC MEDIA, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ALL LICENSED MATERIAL PROVIDED HEREUNDER IS "AS IS" AND LICENSOR MAKES NO WARRANTY THAT THE LICENSED MATERIAL IS FREE FROM CLAIMS OF INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADE SECRETS, OR OTHER PROPRIETARY RIGHTS OF OTHERS. THERE ARE NOT WARRANTIES, EITHER EXPRESS OR IMPLIED, AND ANY AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED AND NEGATED. LICENSEE ASSUMES ALL RISK AS TO THE SELECTION, USE, PERFORMANCE AND QUALITY OF THE LICENSED PrintED[®] STANDARDS AND COMPETENCIES. IN NO EVENT WILL LICENSOR BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR INABILITY TO USE THE LICENSED MATERIALS, AND IN NO EVENT SHALL LICENSOR'S LIABILITY FOR ANY DAMAGES OR LOSS TO LICENSEE OR ANY OTHER PARTY EXCEED THE PRICE PAID FOR THE LICENSED PrintED[®] STANDARDS AND COMPETENCIES.

12. This license shall continue in effect for one (1) year from the effective date of this Agreement. The license will also terminate automatically and without notice if Licensee fails to

comply with any term or condition of this Agreement.

13. Licensee may renew this license for up to three additional one (1) year periods upon payment of six hundred dollars (\$600.00) to Licensor for each additional one year period.

14. Licensee may purchase future updates to the PrintED[®] standards and competencies CD-ROM at a fee established by Licensor for each subsequent update.

15. All notices to Licensor under or concerning this Agreement shall be in writing and shall be delivered either personally or sent via U.S. mail to Ms. Eileen Cassidy, Senior Administrator, GRAPHIC ARTS EDUCATION AND RESEARCH FOUNDATION, 1899 Preston White Drive, Reston, VA 20191.

Graphic Arts Education and
Research Foundation

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

PrintED[®] State Licensure Agreement

Exhibit A

Description of Licensee's intended use and distribution of the
PrintED[®] standards and competencies:

By: _____
Licensee