

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

This License Agreement (“Agreement”) is made as of _____, 2023 (“Effective Date”), and is between Jobs for the Future, Inc., 50 Milk Street, Boston, MA 02109 (“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 _____.

2. GRANT OF LICENSE

Subject to the terms of this Agreement, JFF hereby grants Licensee, and Licensee accepts, a non-exclusive, non-transferable license in the Territory to receive an electronic (PDF) copy of the CIF Books, which are to be made available to Teachers pursuant to a “click-through” sublicense substantially in the form of Exhibit B attached hereto. The CIF Books will be made available to Licensee in a mutually agreed format, and they will be made available to Teachers only on a password-protected website under the sole control of Licensee. Each Teacher shall be required to enter into the click-through license to obtain the right to use any CIF Book. JFF reserves all rights not expressly granted to Licensee. The rights granted are limited to JFF’s intellectual property rights in the CIF Books and do not include any other intellectual property rights.

3. ACKNOWLEDGMENT

Licensee acknowledges that the CIF Books are licensed, not sold, to Licensee for use only under the terms and conditions of this Agreement. Licensee is responsible for its sublicensed employees compliance with the terms of Exhibit B.

4. CONSIDERATION

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

may purchase multiple rights to grant sublicenses simultaneously. For example, if Licensee purchases 700 CIF Book licenses, Licensee may sublicense one CIF Book to each of up to 700 of Licensee's employees. If Licensee replaces any sublicensed employee, no additional sublicense right needs to be purchased by Licensee, provided that such sublicensed employee has complied with the terms of Exhibit B and has certified to Licensee that such replaced employee has: (i) not retained any copy of the applicable CIF Book(s) in whole or in part and (ii) destroyed or returned such CIF Book(s) to Licensee. If, however, Licensee were to add 10 more employees in addition to the 700, Licensee would need to purchase an additional 10 license to be able to have a CIF Book distributed to and available for use by 710 sublicensed employees.

5. NO WARRANTY / NO LIABILITY

JFF acknowledges that it uses materials based on or similar to the CIF in its efforts to improve high schools in other states, and JFF believes the CIF Books will be useful tools for Licensee to assist Teachers. However, JFF hereby disclaims any and all warranties, express or implied, with respect to the CIF Books, including without limitation any warranty of merchantability and fitness for a particular purpose. JFF shall not be responsible for any direct, incidental, indirect, or consequential damages arising from Licensee's or any sublicensed employee's use of any CIF Books, and JFF's entire liability and Licensee's sole and exclusive remedy arising out of any claim under this Agreement will be JFF's furnishing a replacement copy of the applicable CIF Book(s) then in use by JFF. Licensee acknowledges that this remedy is based on the limitation of liability and other provisions of this Agreement and that the price and allocation of risks in this Agreement are fair and reasonable. Because some states and jurisdictions do not allow the exclusion or limitation of certain liabilities, the above limitations may not apply to Licensee.

6. TERMINATION

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.

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 any such event, JFF shall refund a pro rata portion of any license fee paid in advance provided Licensee is not in default of any Term. In such event, Licensee shall destroy all copies of the CIF Books and their component parts, including any documentation, or return the same to JFF.

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: _____, 2023

Date: _____, 2023

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").

BY CLICKING "I AGREE" OR "ACCEPT" OR INSTALLING, COPYING, OR OTHERWISE USING THE CIF BOOKS IN WHOLE OR IN PART YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THIS AGREEMENT AND ITS TERMS AND CONDITIONS ("TERMS") IN THEIR ENTIRETY, INCLUDING THE WARRANTY DISCLAIMERS, LIMITS OF LIABILITY, AND TERMINATION PROVISIONS BELOW. IF YOU DO NOT AGREE TO ANY TERM, DO NOT INSTALL OR USE ANY CIF BOOK AND EXIT NOW.

1. License Grant and Restrictions.

- A. Subject to the Terms, JFF grants You a non-exclusive, non-transferable, revocable, limited license (with no right to sublicense) to download, print one copy, and use the CIF Books at the location of Your current employer. If You are a teacher, You may use the CIF Books with Your enrolled students at such location.
- B. The CIF Books are licensed, not sold. Except for the rights expressly granted to You, JFF and its licensors retain all rights to the CIF Books.
- C. You may use one copy of the CIF Books on multiple devices, as long as You are the only reader/user, e.g., a desktop or laptop computer, a tablet, your smart phone. You may also store or install a copy of the CIF Books on a storage device, such as a network server, used only to install or run the CIF Books on other computers over Your current employer's internal network. The CIF Books may not be shared or used concurrently on different non-licensed computers.
- D. You may not reverse engineer, decompile, or disassemble any software supporting any CIF Book, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- E. You may not copy, modify, sell, rent, lease, lend, transfer, create derivative works based on, repackage, or distribute any CIF Book in whole or in part.
- F. Each CIF Book is licensed as a single product. Its component parts may not be separated for use by more than one Teacher.

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.

- A. JFF, Inc. will have provided the Licensee with access to the CIF Books. This information You are provided to access the CIF Books must be kept confidential.
- B. You are fully responsible for Your use of the CIF Books. Use of the CIF Books other than as provided in this Agreement shall constitute a breach of this Agreement by You.

4. Ownership of the CIF Books. All title, copyrights, trademarks, service marks, and other rights in and to the CIF Books (including but not limited to any images, photographs, or text, incorporated into the CIF Books) and any copies of any of the foregoing made by You or anyone under Your direction and control are owned by JFF or its suppliers. The CIF Books are protected by copyright laws and international copyright treaties, as well as other intellectual property laws. Therefore, You must treat the CIF Books like any other copyrighted proprietary material owned by a third party and use them only as permitted by this Agreement. You may not remove any proprietary notices or markings from the CIF Books and, if applicable, shall follow all of JFF's instructions in the use of any of its trademarks or service marks. JFF reserves all rights not expressly granted to You hereunder.

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.

6. LIMITATION OF LIABILITY

In no event will JFF or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for interruption, loss of information, or any other pecuniary loss) whether such damages arise out of Your use or inability to use any CIF Book; personal injury or property damage; or any error or omission in any content; even if JFF has been advised of the possibility of such damages. Under all circumstances, JFF's total liability to You for any and all damages arising out of any cause whatsoever (and whether based on contract, negligence or other tort, statute or otherwise) will be limited to Ten Dollars (\$10.00). You acknowledge that this amount is based on the limitation of liability and other provisions of this Agreement and that the price and allocation of risks in this Agreement are fair and reasonable. Because some states and jurisdictions do not allow the exclusion or limitation of certain liabilities, the above limitations may not apply to You.

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.

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 >

< I DO NOT ACCEPT >