



Licensed Product Agreement

This Corwin PD Resource Center Licensed Product Agreement (“Agreement”) is entered into by and between the Customer identified below and Corwin Press, Inc., with offices at 2455 Teller Road, Thousand Oaks, CA 91320. This Agreement includes the Terms and Conditions listed below and the Terms of Use on the PD Resource Center web site at <http://pdrc.corwin.com/pages/view/terms-of-use>.

General Account Information			
Today’s Date		Amount Due	
School Name		District Name	
Billing Address		City, State (or Province) and ZIP Code	
Purchaser’s Name		Purchaser’s Phone Number	
Purchaser’s email address			
Access Method <i>(choose one)</i>	<input type="checkbox"/> Clever <input type="checkbox"/> School Access Code		

Set up will be completed within 5 business days of receipt of this form and an approved method of payment or a PO. If a PO is used, payment terms are Net 30 upon receipt of invoice.

Check the box or boxes for the product you are purchasing (“Product”):

- Fisher & Frey’s Visible Learning for Literacy PD Resource Center (\$499 per school)
- Marcia Tate’s Engage the Brain PD Resource Center (\$499 per school)
- Fisher & Frey on Close and Critical Reading PD Resource Center (\$499 per school)
- Gary Howard’s Deep Equity PD Resource Center (\$599 per school)
- A Guide to Co-Teaching PD Resource Center (\$499 per school)

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____

Account Set Up

Step 1: Choose Your Access Method

Option 1: Clever

Corwin has partnered with Clever, a free Instant Login solution to provide access to the PD Resource Center. Clever facilitates smooth account set up and easy user access, enabling teachers to log in with their district user name and password. Check with your district's IT administrator to see if your school is already using Clever. If not, the IT administrator may sign up for Clever. For more information about signing up or for any questions, please contact support@corwin.com.

If you plan to use Clever, please provide the following information:

IT Administrator's Name _____

IT Administrator's Phone Number _____

Option 2: School Access Code

We will provide you with an access code your teachers can use to create their accounts and log in. Once they've created their accounts, they can log in with their email addresses and passwords.

Step 2: Provide a List of Schools

Please provide the name of each school the PDRC was purchased for. School names may be provided below or by a separate attachment (such as an email or Excel spreadsheet).

School Names

AGREEMENT

TERMS AND CONDITIONS

1. **Orders.** The Corwin PD Resource Center Licensed Product Agreement (“Agreement”) shall be deemed accepted when signed by Customer and received by Corwin. Acceptance of this Agreement is limited to the terms listed herein. The terms and conditions of this Agreement shall be controlling in the event of any discrepancies over the Customer’s form of purchase order.
2. **Product License.** Corwin hereby grants to Customer, for Customer’s administrators, faculty, and staff (“Users”), a non-exclusive, non-transferable and revocable perpetual license to use the Product in a manner consistent with and subject to the terms and conditions of this Agreement.
3. **Product Term for Access and Use.** This Agreement shall commence on the date of first access, which will occur within five (5) business days of Corwin’s receipt of Customer’s payment and signed Agreement, and shall remain in effect through for five (5) years (the “Product Initial Term”). Upon expiration of the Product Initial Term, Customer’s right to access the Product(s) on the Corwin PD Resource Center platform shall immediately cease. Notwithstanding the foregoing, Customer will have the continued right to use the Product and host the Product on its own platform on a perpetual basis subject to the terms of the Agreement.

Upon expiration of the Product Initial Term, Customer’s right to access the Product(s) on the Corwin PD Resource Center platform may be extended upon Corwin’s receipt of payment of the renewal hosting fee for an additional twelve (12) month period (each a “Product Renewal Term”). The Product Initial Term and any Product Renewal Term shall collectively be referred to herein as the “Product Term”. On completion of the Product Term, Corwin’s obligations set forth in the Agreement and this Exhibit shall automatically cease.

Moreover upon expiration of the Product Initial Term (excluding termination due to Customer’s breach), at no penalty or charge, the Customer may request in writing and Corwin shall deliver a digital copy of the Product(s)’ content in a form and format designated by Corwin and the perpetual use of the Product(s) shall remain governed by the terms of the Agreement.

4. **Authorized Use of e-Content.** Customer shall be responsible for ensuring that any Users accessing the Product are notified of, and abide by the terms of this Agreement and the Terms of Use on the PD Resource Center web site at <https://pdrc.corwin.com/pages/view/terms-of-use>. Customer agrees that all rights, title and interest in and to the Product, including content, data, intellectual property and materials delivered hereunder or otherwise accessed by Customer pursuant to this Agreement and all derivatives thereof shall remain the property of Corwin. No right, title or interest, in and to the Product, is granted to Customer except as expressly set forth herein. Except for the limited rights given to Customer herein, all rights in the Product are reserved by Corwin. Customer and Corwin agree that if any content selected to be included in the PD Resource Center is not available or becomes unavailable at any time during the Product Term, then alternative content may be substituted at Corwin’s sole discretion.
5. **Device Download.** Customer and its Users may download PDFs, Word documents, and Powerpoints onto a computer, tablet, or mobile device that has a reader compatible with and supported by the online site(s) and/or the hosting platform (the “Hosting Provider”).
6. **Revision, Updates, and Technical Support.** Corwin has the right to revise or update the applicable online site(s) and/or the hosting platform accessed hereunder. It is acknowledged by the Customer that the Customer must provide initial support for their Users. Secondary support may be handled by Corwin who may provide customer service support and who may be responsible for forwarding any problems that it cannot solve to the Hosting Provider.
7. **Termination.** Corwin may immediately suspend access or terminate this Agreement during the Product Term and as a result, Customer will lose its access to the Product and will not have perpetual use of the Product, if it has reason to believe that Customer and/or its Users have failed to comply with any of the terms of this Agreement. Corwin may discontinue hosting or otherwise providing access to the Product at any time upon ninety (90) days’ written notice to Customer; provided that in such event, Customer shall be entitled to a pro-rata refund of any Hosting Fee paid in advance for the unused period unless Customer is in breach of this Agreement. In the alternative, in the event that the Hosting Provider ceases to engage in the business of providing access to the Product, a copy of the Product will be provided upon written request of the Customer within ninety (90) days of being notified that access will no longer be provided. Notwithstanding anything herein to the contrary, any permitted continuing use by the Customer and/or its Users (in whatever form) shall remain subject to the terms herein which shall survive any termination of this Agreement, and may also require the Customer to obtain explicit approval from Corwin and/or any licensor(s) of the e-Content.
8. **Disclaimer and Limitation of Liability.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY,

CORWIN IS PROVIDING THE PRODUCT, THE ONLINE SITE(S) AND/OR THE HOSTING PLATFORM IN AN "AS IS" CONDITION. CORWIN DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED. CORWIN SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE E-CONTENT, ONLINE SITES, HOSTING PLATFORM OR THIS AGREEMENT.

9. **Force Majeure.** Corwin shall not be liable for any delay or failure in performance under this Agreement, resulting directly or indirectly from natural disasters, accidents, acts of government, civil disorder, strikes, war, terrorism or any other cause or condition beyond its reasonable control.
10. **Governing Law.** This Agreement shall be governed by the Laws of the State of California.
11. **Independent Contractors.** In performing their respective duties under this Agreement, each of the parties will be operating as an independent contractor. Nothing contained herein will in any way constitute any association, partnership, or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the power to bind the other party or incur obligations on the other party's behalf without the other party's prior written consent.
12. **Notice.** All notices shall be deemed given if in writing and sent by United States mail in registered or certified form with return receipt requested, postage paid, addressed to the notified party at the address set forth on the Set-Up Form, or such other address as either party may from time to time designate by notice given pursuant this provision. Notices will be deemed given on the date received.
13. **Severability.** If for any reason any provision, paragraph or clause of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
14. **Modification, Waiver.** This Agreement may not be released, discharged or modified except by an instrument in writing signed by the parties and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.
15. **Electronic Signature Authorization.** Customer and Corwin agree that this transaction may be conducted by electronic means and the parties authorize that their electronic signatures act as their legal signatures of this Agreement. This Agreement will be considered signed by a party when his/her/its electronic signature is transmitted. Such signature shall be treated in all respects as having the same effect as an original handwritten signature. Customer is not required to conduct this transaction by electronic means or use an electronic signature, but if it does so, then its authorization is hereby given pursuant to this Section.
16. **Counterparts.** This Agreement may be executed in counterparts, which together constitute one and the same agreement. If a party sends a signed copy of this Agreement via digital transmission, such party, will upon request by the other party, provide an originally signed copy of this Agreement.
17. **Entire Agreement.** This Agreement (including (i) the Corwin PD Resource Center Licensed Product Agreement which includes these Terms and Conditions, and (ii) the Terms of Use on the PD Resource Center web site) constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements between the parties with respect to such subject matter. In the event of a conflict between a term contained in the Corwin PD Resource Center Licensed Product Agreement (including these Terms and Conditions) and a term contained in the Terms of Use, the specific term contained in the Corwin PD Resource Center Licensed Product Agreement (including these Terms and Conditions) will prevail.
18. **Consent for Commercial Electronic Messages (as required by the Canadian Anti-Spam Legislation).** Customer hereby provides its express consent for Corwin, its affiliates and their respective designees to contact Customer (including, without limitation, its personnel and other contacts made by Corwin during the course of its business dealings with Customer) in connection with this Agreement and/or in connection with any promotional, marketing, sales and/or any other business communication, correspondence or matters related to Corwin or its affiliates. Customer understands that such consent may be withdrawn by Customer at a later time. This clause shall survive expiration or earlier termination of this Agreement.
_____ (to be initialed by Canadian Customers)