

LICENSE AGREEMENT

This Agreement, effective this 21st day of December, 2011, is made between The Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison, Language Institute (“University”) and the D.C. Everest School District (“District”), located in Weston, WI.

WHEREAS the University has created the project described below (the “Works”):

Online Chinese courses for high school students: Elementary Conversational Chinese I, II. Courses developed for the Moodle course management system.

WHEREAS the District desires to use the Works;

WHEREAS the District has authority to execute this Agreement;

Therefore, in consideration of the mutual covenants and promises herein, the Parties agree as follows:

A. Grant of Non-Exclusive License.

- 1. Non-exclusive License to use.** University grants to District the non-exclusive right to use the Works for courses offered through District, subject to the provisions of this Agreement.
 - a) From January 1, 2012-June 30, 2012, University will provide access on an introductory basis to Elementary Conversational Chinese I on a University server for one District teacher and up to 10 students.
 - b) Beginning in the fall semester of 2012, Works shall be hosted on a District Moodle server and District may use the works for any courses offered through the District.

- 2. Limitations on License**
 - a) District may modify the Works for the limited purposes of customization to meet District’s educational needs; however, District is not authorized to sell, distribute, copy, or otherwise use the Works, or any derivatives thereof, beyond the scope of this Agreement.
 - b) For all licensed uses, District shall include on materials a notice of copyright as follows: Copyright – Board of Regents of the University of Wisconsin System.
 - c) For all licensed uses, District shall provide proper and prominent attribution on all developed materials acknowledging the authors and contributors to the Works, as identified separately by the University.

- d) Term of license: January 1, 2012 through the end of the 2014 academic year. License for hosting on District's server and using in District courses may be renewed for additional years upon mutual written agreement of the parties.

B. Agreement to provide services.

- a) During the period from January 1 – June 30, 2012, the University will provide limited technical support of up to 20 hours to District, including teacher orientation to the course material, assistance with course set-up and technical troubleshooting.
- b) For the period in which the Works are hosted on District's server, University agrees to provide limited IT support of up to twenty (20) hours over two (2) academic years. This IT support is anticipated to include installation and set-up services, and may include support related to technical troubleshooting and course design and implementation. Any further support shall be negotiated under a separate agreement.

C. Payment.

- a) District agrees to pay University a licensing fee of \$6,000 for 2 years (\$3,000/year). This fee includes up to 20 hours of IT support over 2 years. Payment is due in two installments. The first payment of \$3,000 shall be due on: July 1, 2012. The second payment of \$3,000 shall be due on July 1, 2013.
- b) District may charge tuition connected to its offering the Works as courses through its website. Monies collected remain with the District and no fee or royalty is due to University for the use of the Works.
- c) University retains right to sell and/or otherwise distribute the Works to other institutions or organizations for hosting on their own websites or publishing in another form.

D. Termination. University shall have the right to terminate this Agreement if District materially breaches its obligations under this Agreement and District fails to cure such breach within thirty (30) days after it has been notified in writing of such breach. District agrees that a material breach of any terms and conditions into which District has entered with University constitutes a material breach of this Agreement.

E. Representations and Warranties. University represents and warrants that: (1) the Works were created by employees of University and that University is the owner of all right, title and interest in the tangible forms of the Works and all intellectual property rights protecting them; (2) the Works and the intellectual property rights protecting them are free and clear of all encumbrances; (3) University has not granted, and shall not grant during the term of this Agreement, any exclusive license to use the Works to any person or entity; and (4) University has full power and authority to make and enter into this Agreement.

F. Warranty. UNIVERSITY DISCLAIMS ALL WARRANTIES NOT SET FORTH IN PARAGRAPH E OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, LOSS OF USE OR INTERRUPTION OF BUSINESS), OR FOR LEGAL FEES, ARISING OUT OF THE USE OF THIS LICENSE AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

G. Nondiscrimination. The University and the District shall not discriminate with respect to race, color, sex, creed, national origin, disability, age, public assistance status, marital status, sexual orientation, and religion in their on-going practices.

H. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. This Agreement may only be changed by mutual written agreement of authorized representatives of the Parties.

Executed by District:

Executed by University:

**D.C. Everest
School District**

University of Wisconsin-Madison

By: _____

By: _____

Name: Kristine A. Gilmore, Ed.D.

Name: _____

Title: Superintendent of Schools

Title: _____

Date: December 21, 2011

Date: _____