



mongoose®

3-Year STEAM Curriculum License Agreement

This is a curriculum license Agreement (“Agreement”) by and between the USA BMX Foundation ("FOUNDATION") and the undersigned ("LICENSEE "), collectively referred to herein as "the parties." The parties understand and voluntarily agree as follows:

1. LICENSEE has agreed to and signed this Agreement by opening, saving, downloading, copying, duplicating, printing, transferring, or otherwise using the FOUNDATION’s copyrighted curriculum.
2. LICENSEE agrees to the following conditions for curriculum license:
 - a. FOUNDATION grants LICENSEE a non-exclusive license to deliver, present and/or instruct FOUNDATION’s copyrighted curriculum for three years from the date this agreement is signed by LICENSEE. No presentation, delivery, duplication, or instruction of the curriculum is licensed, granted, afforded, expressed or implied, to individuals, groups, associations, gatherings or meetings of persons assembled outside the physical boundaries of the LICENSEE’S School.
 - b. FOUNDATION hereby grants to LICENSEE a limited, non-exclusive, non-transferable, non-sublicensable right and license to use, reproduce and publicly display the Foundation Marks in connection with the marketing and promotion of the FOUNDATION’s copyrighted curriculum during the Term.
 - c. The Foundation hereby grants to Mongoose a limited, non-exclusive, non-transferable, non-sublicensable right and license to use, reproduce and publicly display the Foundation Marks in connection with the marketing and promotion of Mongoose Products in all Media during the Term.

- d. No omissions, additions, or changes will be made to FOUNDATION's copyrighted curriculum without prior approval of the FOUNDATION.
- e. LICENSEE acknowledges and agrees that the FOUNDATION is the sole owner of its curriculum and any copyrighted instructional material that is part of the curriculum, including but not limited to this document, any and all other electronic downloaded documents, presentation files, instructor materials, student materials, online content, examination and quiz questions and answers, visual aids, videos, student handouts, related books, support reference materials and other educational curriculum items.
- f. No FOUNDATION curriculum, whole or in part, including but not limited to presentation files, electronic downloaded documents, instructor materials, student materials, online content, or other course materials owned and copyrighted by FOUNDATION may be used in the creation of any new or adapted course by the LICENSEE for teaching, instruction, or distribution without written permission of the FOUNDATION.
- g. LICENSEE is authorized to provide updated course materials to course participants and incorporate instruction of changes to course curriculum and content provided that FOUNDATION is notified in writing and in advance of the changes to be incorporated.
- h. LICENSEE may provide portions of the copyrighted curriculum to a guest instructor solely for the purpose of specific content instruction; however, the entire, complete curriculum may not be given to guest instructors without FOUNDATION's written approval.
- i. All presentation, delivery, instruction and/or use of the instructional materials shall conform to the highest standards of quality, expectation, policy, and performance as defined by FOUNDATION. LICENSEE agrees and acknowledges it shall be the sole right of FOUNDATION to employ any and all necessary means to protect, preserve and maintain the highest levels of integrity and professionalism in providing the instructional materials to the licensee and its audience.
- j. LICENSEE agrees and acknowledges that no waiver of the right to amend, change, alter, delete, add, remove or replace any and all of the instruction materials is made by FOUNDATION to any one person or entity as the result of this Agreement.
- k. LICENSEE agrees to list, advertise, and otherwise promote FOUNDATION courses by their full names as listed in this course material document, to include reference to FOUNDATION.
- l. FOUNDATION may terminate this license at any time, without prior notice to LICENSEE, if LICENSEE fails to comply with the terms of this Agreement, fails to abide by any rules of FOUNDATION, or fails to pay fees owed to FOUNDATION by virtue of LICENSEE'S status as an approved instructor.

Other Provisions

3. This Agreement may not be assigned by any party without the written agreement of the other party.
4. This agreement shall be binding on the heirs, assigns, and successors of the parties.
5. This Agreement shall be governed by the laws of the State of Arizona.
6. A determination by a Court that any provision of this Agreement is invalid shall not invalidate the entire Agreement. If any such provision is declared unenforceable or invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
7. LICENSEE has carefully read every provision of this document and has had the opportunity to have qualified counsel review this document.
8. The exclusive venue for any legal action arising out of this Agreement shall be the County Court or District Court of Maricopa County Arizona. In any such action all parties waive the right to trial by jury. In any legal action arising out of this document the losing party shall pay the prevailing party's reasonable attorney's fees and costs. Prior to filing any lawsuit arising out of this document, LICENSEE must first provide FOUNDATION with a written notice of the LICENSEE's complaint and wait at least thirty days so FOUNDATION may investigate and respond. Notwithstanding the foregoing, FOUNDATION may seek injunctive relief in any jurisdiction when deemed necessary to protect its interests.
9. Should any provision of this Agreement require judicial interpretation, the Court or fact finder interpreting this Agreement shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.
10. This Agreement contains all the representations by each party to the others and expresses the entire understanding between the parties with respect to the matters at issue. The parties agree that all prior communications are merged into this Agreement, and that there are no terms or conditions other than those set forth herein. No statement or promise of a party shall be binding unless reduced to writing and signed by that party. No modifications of this Agreement shall be binding unless they are in writing and signed by all parties.
11. The FOUNDATION is a program of USA BMX, Inc.. The FOUNDATION and the FOUNDATION Marks are the exclusive property of FOUNDATION.

Date _____

I have carefully read every provision of this Agreement and agree to its terms:

LICENSEE (print name): _____

Signature of authorized officer of LICENSEE: _____

Signature of LICENSOR: _____