

District User License Agreement for Region 10 ESC Informed Instruction System and Content 2006-2007

This District User License Agreement ("DULA") is entered into by and between Region 10 Education Service Center, located in Richardson, Texas ("Region 10 ESC"), and _____ ("the District").

Important – read this document carefully: Persons violating federal copyright law and other applicable law or the terms of this DULA may be subject to civil and/or criminal penalties.

1. Region 10 ESC has developed certain content (namely, a collection of clarifications and performance descriptions) for curriculum alignment purposes. The Region 10 ESC content and the web-based system for delivering that content (collectively, the "Informed Instruction Curriculum Alignment Tool") is licensed, not sold. This DULA gives the District and its Authorized Users, as defined in Paragraph 3(a) below, license to use the Informed Instruction Curriculum Alignment Tool according to the restrictions and terms of this DULA. Any content, product, service, program, or technology made available to the District and its Authorized Users through the Informed Instruction Curriculum Alignment Tool is protected by copyright, trade secret, patent, and/or other intellectual property rights and laws. Except as expressly permitted under this DULA, none of the content contained in or accessed through the Informed Instruction Curriculum Alignment Tool may be copied, distributed, publicly displayed, or publicly performed. Except as expressly permitted under this DULA, the District may not adapt, modify, or create derivative works based on the Informed Instruction Curriculum Alignment Tool.
2. Region 10 ESC and its suppliers retain all right, title, and interest, including all copyright, trade secret, and other intellectual property rights in and to the Informed Instruction Curriculum Alignment Tool, including but not limited to any text, images, photographs, animations, video, audio, and music, as well as "applets" incorporated into the application and the accompanying printed materials. All rights not specifically granted in this DULA are reserved by Region 10 ESC and its suppliers. Use of the Informed Instruction Curriculum Alignment Tool in any way that is not authorized by the terms of this DULA is strictly prohibited (unless the District first obtains express written permission of Region 10 ESC).
3. Access to the Informed Instruction Curriculum Alignment Tool is provided to the District and its Authorized Users, as defined in 3 (a) below, for limited use in accordance with the following provisions:
 - (a) "Authorized Users" are the employees, faculty, and staff officially affiliated with a school district or charter school that has licensed use of the Informed Instruction Curriculum Alignment Tool and is in good standing for the school year (*August 1, 2006 – July 31, 2007*) in which the Informed Instruction Curriculum Alignment Tool is used. License for district use of the Informed Instruction Curriculum Alignment Tool must be renewed annually.
 - (b) The District shall make all reasonable efforts to ensure that Authorized Users affiliated with the District comply with the terms and restrictions of this Paragraph 3.
 - (c) Permissible use includes limited printing or other duplication of content contained in the Informed Instruction Curriculum Alignment Tool as part of educator-developed curriculum alignment and reporting administered by Authorized Users. Any other duplication or use is strictly prohibited.
 - (d) Content items must be used for educational purposes ONLY on campuses within the District; content may not be transferred or provided to another entity without express written permission of Region 10 ESC.
 - (e) All content is available for non-commercial educational use only. Without limitation, the District may not sell, rent, lease, sublicense, disclose, market, or transfer any content of the Informed Instruction Curriculum Alignment Tool or use the web site to operate a service bureau or to act as an application service provider.
 - (f) The District may not use, remove, or alter any trademark, trade name, product name, or logo, or any copyright or trademark notice or other proprietary notice, legend, symbol, or label in the Informed Instruction Curriculum Alignment Tool.
 - (g) No portion of the Informed Instruction Curriculum Alignment Tool, including but not limited to content clarifications and performance descriptors, may be electronically incorporated into another software program or database without express written permission from Region 10 ESC and its suppliers.

- (h) The District is responsible for taking reasonable measures to prevent access to the Informed Instruction Curriculum Alignment Tool by unauthorized persons and is responsible for terminating any unauthorized access of which the District has actual notice or knowledge.
- (i) Without prejudice to any other rights, Region 10 ESC may terminate this DULA by providing notice to the District if the District fails to comply with its terms and conditions. In such event, the District must destroy all copies of any content taken from the Informed Instruction Curriculum Alignment Tool.
- (j) The effective date of this DULA is the date of the last signatory to the DULA.
- (k) Neither Region 10 ESC nor its suppliers shall be responsible for the attachment of content of any resource linked to the product or copyright protected content or work. The District's connection to any such linked site or content is at the District's own risk.
- (l) Content created by the District and linked to the Informed Instruction Curriculum Alignment Tool remains the property of the district and gives the right to Region 10 ESC to display the content to the licensed users within the District.

6. The laws of the State of Texas shall govern any legal dispute that may arise from or in connection with this DULA or the Informed Instruction Curriculum Alignment Tool. All parties to any such dispute shall submit to the exclusive jurisdiction of the federal and/or state courts of the State of Texas for all purposes. If any provision of this DULA is declared invalid or unenforceable, the remaining provisions of the DULA shall remain in effect. IF this DULA is terminated or expires, the District shall continue to be bound by its obligations under Paragraphs 1 and 2.

All questions concerning this DULA shall be directed to Region 10 ESC, 400 Spring Valley, Richardson, Texas, 75081, Attention: Informed Instruction Director.

AGREED AND ACCEPTED:

By: _____
Signature

Name: _____

Title: Superintendent _____

District: _____

Service Center: _____

Date: _____