

**LICENSE AGREEMENT
BETWEEN
<LICENSEE>
AND
THE UNIVERSITY OF OREGON**

PREAMBLE

This license agreement ("**Agreement**") is made and entered into by and between the **UNIVERSITY OF OREGON**, an institution of higher education located in Eugene, Oregon, and with a business address at Innovation Partnership Services, 1238 University of Oregon, Eugene, Oregon, 97403-1238, USA ("**OREGON**") and **<LICENSEE>** ("**LICENSEE**") with an address of **<LICENSEE ADDRESS>**.

In consideration of the mutual covenants herein contained, and intending to be legally bound, OREGON and LICENSEE hereby agree as follows:

Article 1. BACKGROUND

- 1.1 OREGON has developed a school-wide positive behavioral interventions and support program (hereinafter referred to as "**PBIS**") that uses a suite of web applications (SWIS, CICO-SWIS, and ISIS-SWIS) to support and sustain positive behavior management programs by providing a rich set of efficient data collection, analysis, and reporting tools, as part of its teaching and research mission. As a research and educational courtesy, OREGON will license this suite of web applications to LICENSEE as outlined in this Agreement to enable LICENSEE to install it on LICENSEE's servers to provide LICENSEE and others with accurate, efficient, practical information for decision-making about school-wide discipline and targeted interventions. In addition, OREGON will license the SWIS Account Management Interface (hereinafter referred to as "**SAMI**"), and Subscriber Management, a Windows desktop application, to LICENSEE as outlined in this Agreement to enable LICENSEE to manage the accounts on the suite of web applications. The five applications listed above and the associated SWIS Database are referred to as the "**SWIS SUITE GLOBAL EDITION**", which is more fully described in Attachment A.
- 1.2 OREGON holds all right, title, and interest in and to the SWIS SUITE GLOBAL EDITION.
- 1.3 LICENSEE is engaged in the development and implementation of evidence-based methods for improving student behavior in its schools through the collection and analysis of behavior data in support of its use in designing school-wide, group, and individual student interventions. LICENSEE desires to adopt and implement the SWIS SUITE GLOBAL EDITION in schools in **<COUNTRY OR COUNTRIES>**, hereinafter referred to as the "Country", for educational and related administrative use.
- 1.4 In order to facilitate adoption of positive behavior support as widely as possible for the public's benefit, OREGON is making the SWIS SUITE GLOBAL EDITION available to LICENSEE solely for deployment in the Country under the terms and conditions of this Agreement.

Article 2. DEFINITIONS

- 2.1 "**CICO-SWIS**" means the software and documentation for implementing the Check-In Check-Out intervention, as described in Attachment A.
- 2.2 "**Confidential Information**" means the SWIS SUITE GLOBAL EDITION, which constitutes and contains valuable proprietary products of OREGON, embodying substantial creative efforts and confidential information, ideas, and expressions.
- 2.3 "**Effective Date**" means the date that the last party to this Agreement signs this Agreement.
- 2.4 "**Harmful Code**" means any computer code or routine that is harmful, destructive, disabling or which

assists in or enables theft, alteration, denial of service, unauthorized disclosure or destruction or corruption of data, including viruses, worms, spyware, adware, keyloggers, Trojans and any new types of programmed threats that may be classified, but excluding passwords, software keys, trial period software and like features that are security features or intended elements of software used to prevent unauthorized access and use.

- 2.5. "**Identifiers**" means any names, identifiers, trademarks or pending trademark applications that OREGON has with respect to the SWIS SUITE GLOBAL EDITION, as listed in Attachment A of this Agreement.
- 2.6. "**Intellectual Property Rights**" means all intellectual property rights, including the following rights:
- (a) patents, copyright, rights in circuit layouts, designs, trade and service marks (including goodwill in those marks), domain names and trade names and any right to have confidential information kept confidential;
 - (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
 - (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) that may subsist anywhere in the world, whether or not such rights are registered or capable of being registered.
- 2.7. "**ISIS-SWIS**" means the software and documentation to implement individualized interventions for students receiving more intensive supports for academic, social, or mental health services, as described in Attachment A.
- 2.8. "**Modifications**" means any changes or extensions introduced into the SWIS SUITE GLOBAL EDITION or otherwise based on or derived from it. Modifications may include, but are not limited to, corrections of program errors, translations and stylistic restructuring of the SWIS SUITE GLOBAL EDITION, addition or deletion of functions or enhancement of existing functions of the SWIS SUITE GLOBAL EDITION, changes or additions required to integrate the SWIS SUITE GLOBAL EDITION into other applications or to allow the SWIS SUITE GLOBAL EDITION to run under alternative operating systems or computer hardware configurations, and other adaptations of the SWIS SUITE GLOBAL EDITION.
- 2.9. "**Personally Identifying Information**" is information that could be used to identify an individual. Examples include student names or publically available identifying identification codes.
- 2.10. "**PBIS Facilitator**" is an individual trained by LICENSEE to implement PBIS solely in Subscriber Sites.
- 2.11. "**Rights**" means any rights of OREGON in and to the SWIS SUITE GLOBAL EDITION including without limitation intellectual property rights.
- 2.12. "**SAMI**" means the SWIS Account Management Interface, as described in Attachment A
- 2.13. "**Servers**" means computer servers for which installation and operation of the SWIS SUITE GLOBAL EDITION is solely controlled by LICENSEE.
- 2.14. "**Subscribers**" means personnel at Subscriber Sites and authorized by LICENSEE.
- 2.15. "**Subscriber Site**" means a school whose use of the SWIS SUITE GLOBAL EDITION is under LICENSEE's control and has obtained authorization from LICENSEE to implement a positive behavior support program through a PBIS Facilitator by accessing the SWIS SUITE GLOBAL EDITION to input and analyze the school's data.
- 2.16. "**SWIS**" means the SWIS™ software and documentation, as described in Attachment A.
- 2.17. "**SWIS Database**" means the common information structure used by the other components of the SWIS

SUITE GLOBAL EDITION, as described in Attachment A.

- 2.18. "**SWIS SUITE GLOBAL EDITION**" is defined in Article 1.1 above.
- 2.19. "**Subscriber Management**" means the application for managing accounts and subscriptions for the other components of the SWIS SUITE GLOBAL EDITION, as described in Attachment A.
- 2.20. "**Taxes**" means:
- (a) all forms of taxes, duties, imposts, charges, withholdings, rates, levies or other governmental impositions of whatever nature and by whatever authority imposed, assessed or charged; and
 - (b) all costs, charges, interest, penalties, fines, expenses and other additional statutory charges incidental or related to the imposition of the amounts referred to in paragraph (a),
 - (c) but excluding taxes on income, revenue or capital gains derived or arising in respect of payments under this Agreement.
- 2.21. "**Technical Assistance**" means telephone and e-mail support in English to LICENSEE (and not Subscriber Sites) for the operation of the SWIS SUITE GLOBAL EDITION.

Article 3. TERMS AND CONDITIONS

- 3.1 3.1 Grant of Licenses. Contingent upon LICENSEE'S timely payment of fees to OREGON pursuant to Article 4 and compliance with the conditions in Article 3, OREGON hereby grants to LICENSEE, and LICENSEE hereby accepts:
- (a) a non-transferable, non-exclusive license, under OREGON'S valuable Rights, to:
 - i. install and perform the following software on Servers:
 - 1. SWIS, CICO-SWIS, ISIS-SWIS, and SAMI on as many as four web Servers; and
 - 2. SWIS Database on as many as two database Servers; and
 - ii. install and perform Subscriber Management on as many desktop and laptop computers under LICENSEE'S control as LICENSEE deems necessary
 - (b) a non-transferable, non-exclusive license, under OREGON'S valuable Rights, to provide Subscribers access to SWIS, CICO-SWIS, ISIS-SWIS, and SAMI at Subscriber Sites through Servers for non-commercial education/research and related administrative purposes only in the Country. Subscribers' rights are limited to accessing the SWIS, CICO-SWIS, ISIS-SWIS, and SAMI websites and, through their interfaces, the SWIS Database, and to generating reports using them. LICENSEE shall also ensure that:
 - i. Access within the Subscriber Site is restricted to Subscribers. Only those Subscribers' names submitted by the Subscriber Site and approved by LICENSEE may have access to Servers; any access violation or unauthorized use constitutes cause for termination of the Agreement pursuant to Article 5.2; and
 - ii. Subscriber Sites use reasonable efforts to ensure that only Subscribers have access to Servers and that such Subscribers will not make any unauthorized copies nor transfer or aid in the transferring of the SWIS SUITE GLOBAL EDITION or any portion of data obtained thereby (except where the data obtained is LICENSEE's or Subscriber's data) to any third parties. Subscriber Sites and Subscribers shall not transfer, sublicense, modify, or provide unauthorized access to the SWIS SUITE GLOBAL EDITION without prior

written authorization from OREGON.

OREGON reserves all rights not expressly granted under this Agreement. No rights are granted to LICENSEE to create Modifications. Any Modifications created by OREGON under this Agreement shall be owned by OREGON.

3.2 LICENSEE Obligations. LICENSEE shall:

- (a) Only allow access to the SWIS SUITE GLOBAL EDITION source code or database schemas to employees and contractors of LICENSEE who (1) require access to the source code or database schemas for the purposes authorized by this Agreement, and (2) have signed a confidentiality agreement in which such individual agrees to protect third party confidential information with terms no less stringent than those under this Agreement in Articles 3.2(b) to (e) and 7.2. LICENSEE agrees that any breach by any employee or contractor of their obligations under such confidentiality agreements shall also constitute a breach by LICENSEE hereunder;
- (b) protect all installations described in Article 3.1(a) from access by unauthorized persons. LICENSEE agrees that SWIS SUITE GLOBAL EDITION source code and database schemas provided by OREGON are for LICENSEE'S internal use only and shall not be shared with any collaborators or third parties;
- (c) notify OREGON promptly in writing and give reasonable cooperation, at LICENSEE'S expense, in the event LICENSEE becomes aware of any unauthorized use or disclosure of the SWIS SUITE GLOBAL EDITION in source code form or its database schemas;
- (d) retain in the SWIS SUITE GLOBAL EDITION (and any Modifications) the copyright, trademark, identifiers, or other notices pertaining to the SWIS SUITE GLOBAL EDITION as provided by OREGON and updated from time to time. For SWIS™, the ™ symbol only needs to be used the first time the SWIS title is mentioned in a document or web page;
- (e) not modify, reverse engineer, disassemble, or decompile SWIS SUITE GLOBAL EDITION or any portion thereof (except as expressly allowed in this Agreement or by operation of law).

3.3 OREGON Obligations. OREGON shall;

- (a) provide to LICENSEE, the SWIS SUITE GLOBAL EDITION in a form configured for <Language> usage and educational terminology;
- (b) electronically deliver to LICENSEE a copy of each item of the SWIS SUITE GLOBAL EDITION listed in Attachment A as soon as practicable after the Effective Date, and thereafter, following appropriate OREGON testing and validation, a copy of each new version of the SWIS SUITE GLOBAL EDITION;
- (c) as a courtesy to LICENSEE and at no cost as part of OREGON's education and research mission, provide Technical Assistance to LICENSEE (but not Subscriber Sites):
 - i. between 8:00 AM and 5:00 PM Pacific Standard time (GMT-8) or Pacific Daylight Time (GMT-7), Monday through Friday; and
 - ii. on an "as available" basis, taking into account the staffing and schedule obligations of OREGON personnel trained in the use of the SWIS SUITE GLOBAL EDITION under the following scope of assistance:
 - 1. Provide assistance with LICENSEE's initial installation.
 - 2. Deploy updates. This does *not* require access, as OREGON will use a deployment agent that monitors for updates.

- a. LICENSEE explicitly authorizes OREGON to install and use a deployment agent (see [here](#) for details).
3. Investigate issues where OREGON suspects the issue stems at least in part from specific properties of the Licensee's instance. To facilitate investigation of such issues, LICENSEE authorizes OREGON to:
 - a. Deploy, and maintain with updates, a testing instance of the SWIS SUITE GLOBAL EDITION on Licensee servers;
 - b. Include a test school in the Licensee's production instance of the SWIS SUITE GLOBAL EDITION;
 - c. Access LICENSEE's system solely with LICENSEE'S prior written consent, for which OREGON shall allow monitoring by LICENSEE's technical staff if LICENSEE desires; and
 - d. Impersonate an authorized LICENSEE user, solely in the case that the defect cannot be replicated by other means, and subject to LICENSEE's prior written consent, with the limited ability for OREGON to access the school in production. OREGON shall not disclose or retain any sensitive data.

Article 4. LICENSING FEES AND TAXES

- 4.1 LICENSEE shall pay to OREGON the license and other fees as set forth in Attachment B (collectively, "**License Fees**").
- 4.2 Subject to Article 4.3, the parties agree that the amount of the License Fees:
 - (a) Are exclusive of:
 - i. goods and service tax, consumption tax, value-added tax and similar taxes (if applicable) (whether imposed or levied in <COUNTRY> or elsewhere); and
 - ii. all other Taxes imposed or levied in <COUNTRY>; but
 - (b) subject to and except as excluded in Article 4.2(a)(i), are inclusive of all other Taxes imposed or levied outside of <COUNTRY> ("Overseas Taxes"), and OREGON agrees to pay all such Overseas Taxes payable in respect of the supply of the SWIS SUITE GLOBAL EDITION as and when they are due, and may not seek reimbursement for any such Overseas Taxes.
- 4.3 To the extent that an amount payable to OREGON under this Agreement is subject to a withholding tax, deduction, levy or similar obligation under the laws of an applicable jurisdiction, LICENSEE may:
 - (a) withhold or deduct the amount required by law from that payment;
 - (b) pay the amount deducted or withheld to the appropriate governmental or regulatory authority on the date that the tax is due to be paid; and
 - (c) if requested by OREGON, within 10 Business Days of that request, provide to OREGON copies of official relevant receipts, if any, received by LICENSEE or other documentation of LICENSEE evidencing payment of that amount to the relevant authority.

Article 5. TERM AND TERMINATION

- 5.1 The term of this Agreement shall begin on the Effective Date and shall continue for a period of one (1) year ("**Term**"). Thereafter, it shall be automatically renewed for additional one (1) year periods unless

OREGON or LICENSEE gives the other party written notice of termination at least 60 (60) days prior to the anniversary date of this Agreement.

- 5.2 The Agreement may be terminated earlier than the expiration date of the Term by either party upon breach of a material provision of this Agreement by the other party, after providing written notice of the breach and there being no cure of the breach within sixty (60) days thereafter. However, this sixty (60) day cure period may be stayed by the party that party claiming breach while the parties are engaged in the negotiation process provided by Article 7.7 of this Agreement, until such time that the party claiming breach determines the negotiations will not resolve the dispute.
- 5.3 OREGON may terminate this Agreement upon 30 days written notice if sufficient funds are not provided in future legislatively approved budgets of the University of Oregon (or from applicable Federal, State, or other sources) to permit OREGON in the exercise of its reasonable administrative discretion to continue this Agreement, or if any program for which this Agreement was established is abolished.
- 5.4 OREGON may terminate this Agreement upon 30 days written notice, or at such later date as may be established in such notice, if federal or state laws or regulations are modified, changed, or interpreted in such a way that OREGON'S performance of this Agreement is no longer allowable. Any such termination of this Agreement shall not affect any obligations or liabilities accrued under the terms of this Agreement prior to such termination.
- 5.5 The following terms will survive termination or expiration of the Agreement:
- (a) Article 2 (Definitions);
 - (b) Article 5 (Term and Termination);
 - (c) Article 6 (Risk); and
 - (d) Article 7 (Additional Provisions).
- 5.6 Upon any termination or expiration; (i) LICENSEE shall promptly remove and destroy all copies of the SWIS SUITE GLOBAL EDITION; (ii) LICENSEE, PBIS Facilitators, Subscriber Sites, and Subscribers must cease the use of the SWIS SUITE GLOBAL EDITION.
- 5.7 LICENSEE may terminate this Agreement upon 30 days written notice if sufficient funds are not provided in future legislatively approved budgets of the LICENSEE (or from the state, similar jurisdiction or other sources) to permit LICENSEE in the exercise of its reasonable administrative discretion to continue this Agreement, or if any program for which this Agreement was established is abolished.
- 5.8 LICENSEE may terminate this Agreement upon 30 days written notice, or at such later date as may be established in such notice, if Australia's laws or regulations are modified, changed, or interpreted in such a way that LICENSEE's performance of this Agreement is no longer allowable. Any such termination of this Agreement shall not affect any obligations or liabilities accrued under the terms of this Agreement prior to such termination.

Article 6. RISK

- 6.1 OREGON represents that:
- (a) OREGON has the authority and, sufficient right, title and interest in the SWIS SUITE GLOBAL EDITION (subject to the limitations noted in Attachment A regarding third party software required to perform some of the applications within the SWIS SUITE GLOBAL EDITION) to enter into this Agreement and to grant the licenses granted herein;
 - (b) To the best of OREGON's knowledge, neither the provision of the SWIS SUITE GLOBAL EDITION, nor use of the SWIS SUITE GLOBAL EDITION by LICENSEE in accordance with this Agreement, will infringe the Intellectual Property Rights of any third person; and

- (c) To the best of OREGON's knowledge, no part of the SWIS SUITE GLOBAL EDITION contains any Harmful Code.
- 6.2 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SWIS SUITE GLOBAL EDITION IS PROVIDED TO LICENSEE BY OREGON WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF OREGON HAS BEEN INFORMED OF SUCH PURPOSE. OREGON MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, THAT THE MATERIALS AND INFORMATION TRANSFERRED HEREUNDER ARE OR WILL BE FREE FROM INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.
- 6.3 LICENSEE hereby agrees to indemnify and hold harmless OREGON against any and all third-party claims, demands, damages, costs (including reasonable attorney's fees), and other related liabilities arising from the use by LICENSEE, its agents, officers or employees of the SWIS SUITE GLOBAL EDITION as licensed pursuant to this Agreement.
- 6.4 Notwithstanding the foregoing and with respect to this entire Agreement, LICENSEE acknowledges and agrees that OREGON'S liability, if any, is subject to the limitations and conditions of the Oregon Tort Claims Act, Oregon Revised Statutes Sections 30.260-30.300, and the Oregon Constitution, Article XI, Section 7.
- 6.5 The parties understand that OREGON may provide Technical Assistance to LICENSEE (and not Subscriber Sites) under this Agreement as outlined in Section 3.3. In the event that OREGON is unable for any reason to fulfill the specified Technical Assistance, OREGON will permit LICENSEE to retain the SWIS SUITE GLOBAL EDITION, provided that LICENSEE continues to pay the appropriate license fees under this Agreement, and enable LICENSEE to continue the maintenance and support either:
- (a) internally; or
 - (b) externally from another entity within the LICENSEE's area of service, provided that the external entity agrees to the confidentiality terms and conditions of this Agreement and is limited to providing support solely for LICENSEE's instance of the SWIS SUITE GLOBAL EDITION on the Servers.

for the Term of this Agreement.

Article 7. ADDITIONAL PROVISIONS

- 7.1 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or by certified mail with return receipt requested. All notices shall be addressed to the parties at the addresses set forth below or at such other addresses as the parties may from time to time direct in writing. Notices to LICENSEE shall be directed to the attention of:

<Licensee Contact Info>

Notices to OREGON shall be directed to the attention of:

Associate Vice President for Innovation Partnership Services 1238 University of Oregon
Eugene, OR 97403

All notices and exchanges of technical information handled under this Agreement will also be directed to the attention of:

Account Management & Support
Educational & Community Supports
1235 University of Oregon
Eugene, OR 97403
Email: support@pbisapps.org
Phone: 01 (855)455-8194

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

7.2 Confidentiality.

- (a) LICENSEE agrees to keep confidential all “Confidential Information.” Confidential Information consists of SWIS SUITE GLOBAL EDITION, and all information about the research and development activities of the SWIS SUITE GLOBAL EDITION, which is disclosed to LICENSEE by OREGON in accordance with this Agreement. LICENSEE further agrees to protect the confidentiality of Confidential Information in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information).
- (b) LICENSEE acknowledges that the unauthorized use, transfer or disclosure of the SWIS SUITE GLOBAL EDITION or copies thereof, or of the Confidential Information: (i) could substantially diminish the value to OREGON of the proprietary interests that are the subject of this Agreement; (ii) could render OREGON’s remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) could cause irreparable injury in a short period of time. If LICENSEE breaches any of its obligations with respect to the use or confidentiality of the SWIS SUITE GLOBAL EDITION or the Confidential Information, OREGON shall be entitled to seek equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief. This right to seek equitable relief shall not preclude OREGON from obtaining such other relief as it may be entitled to under applicable law

7.3 Privacy. If LICENSEE gives OREGON (or OREGON gains access to) any Personally Identifying Information, OREGON will treat that information as confidential and comply with any applicable laws relating to privacy of Personally Identifying Information. LICENSEE does not anticipate the need to share any Personally Identifying Information with OREGON, and in the event LICENSEE believes it will need to share Personally Identifying Information with OREGON, LICENSEE will first notify OREGON in writing and if OREGON agrees, the parties will exchange Personally Identifying Information solely under a mutually agreed upon written protocol that specifically designates the OREGON personnel receiving Personally Identifying Information

7.4 Independent Contractor. Each of the parties is an independent contractor with respect to the other party. Nothing contained herein shall be construed as an employment relationship or partnership between the parties. Neither party is a representative nor agent of the other, and neither shall have the right to bind or obligate the other party to a third party.

7.5 Amendment. Any amendment to this Agreement shall be valid and binding only if in writing and signed by an authorized representative of each party.

7.6 Entire Agreement. This Agreement is executed and delivered with the understanding that it represents the entire agreement of the parties with respect to the SWIS SUITE GLOBAL EDITION, and supersedes all representations, warranties or agreements, written or oral, between the parties relating to the subject matter hereof.

7.7 Governing Law and Severability.

- (a) This Agreement shall be construed and enforced in accordance with the laws of the state of Oregon, without giving effect to the conflict of law principles thereof, and applicable federal law. Any action or suit brought by the parties relating to this Agreement shall be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon in Salem, Oregon. LICENSEE hereby consents to the in personam jurisdiction of such court, waives any objection to venue in such court, and waives any claim that such forum is an inconvenient forum; provided, however, that if a Claim must be brought in federal forum, then it will be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. In no way will this Agreement be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court. BY EXECUTION OF THIS AGREEMENT, LICENSEE HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SUCH COURT.
- (b) If any one or more provisions of this Agreement shall be adjudicated to be illegal, invalid, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) The application of the United Nations Convention for contracts for the International Sales of Goods is hereby expressly excluded.

7.8 Dispute Resolution. The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiations between senior executives of the parties. If in the opinion of one or both of the parties such negotiations have not resolved or will not resolve the dispute, the parties shall have all remedies provided by this Agreement and applicable law.

7.9 Assignment. LICENSEE shall not assign this Agreement without the prior written consent of OREGON.

7.10 Headings, Drafting, Counterparts. This Agreement may be executed in counterparts, each of which may be an original but all of which, taken together, shall constitute one and the same instrument. Headings included herein are for convenience only and shall not be used to construe this Agreement. The parties agree that they have participated equally in the formation of this Agreement and that the language herein should not be presumptively construed against either of them.

7.9 No Waiver. In the event a party waives a right of its under this Agreement, such waiver shall not constitute a waiver of, and shall have no effect on, any other right the party has under this Agreement, including but not limited to a right that is of the same kind as that which was waived.

7.10 Currency. All monetary fees and payments under this Agreement shall be made in the currency of the United States of America.

7.11 Authority. Each party hereby acknowledges and agrees that it has the full right and authority to enter into this Agreement upon its terms and has obtained all necessary corporate, state or other authorizations that it may be required to obtain.

7.12 Force Majeure. Neither party shall be liable for any delay or failure of performance if and to the extent such delay or failure is caused by circumstances beyond its reasonable control and that by the exercise of due diligence it is unable to prevent, provided that the non-performing party uses its reasonable and diligent efforts to overcome the same and provides written notice to the other party of the delay or failure. If the period of delay or failure should extend for more than ninety (90) days after notice, then

the party receiving notice shall, in its discretion, have the right to terminate this Agreement with respect to the party experiencing delay or failure, in writing without prior notice at any time after the expiration of said ninety (90) day period. A delay or failure of performance caused by a Force Majeure event is not the same as a breach of this Agreement.

- 7.13 Publicity and Publications. This Agreement does not convey any rights with regard to either party's logos, identifiers, trademarks or service marks except as expressly authorized under this Agreement.
- 7.14 Press Release. Each party will coordinate with the other regarding any media release or similar public announcement relating to this Agreement or its subject matter, and will give the other party a reasonable opportunity to review and comment on the content of such release or announcement prior to its release.
- 7.15 Export Restrictions. LICENSEE acknowledges and agrees that OREGON is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes, and other commodities (including without limitation the Arms Export Control Act, the Export Administration Act of 1979 and the U.S.A. Patriot Act, and including all amendments thereof), and that its obligations hereunder are contingent on compliance with applicable United States export laws and regulations. The transfer of certain technical data and commodities may require a valid export license from the relevant agency of the United States government and/or written assurances by LICENSEE that LICENSEE shall not export data or commodities to certain foreign countries without prior approval of such agency. OREGON neither represents that an export license shall be required nor that such an export license shall be issued. LICENSEE agrees that it will not export or re-export, directly or indirectly, SWIS SUITE GLOBAL EDITION, to any country for which the United States government or other competent authority at the time of export requires an export license or other approval, without first obtaining such license or approval from the appropriate governmental authority; obtaining such permission will be the sole responsibility of LICENSEE.
- 7.16 Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective permitted successors and assigns.
- 7.17 Time is of the Essence. Each party agrees that time is of the essence in relation to its performance of its duties under this Agreement.

The signatures below acknowledge agreement to the foregoing:

For the University of Oregon:

For <legal name of licensee>

(Signature)

(Signature)

Charles R. Williams, J.D., Ph.D.
Associate Vice President for Innovation

Name:
Title:

Date: _____

Date:

Read, Understood and Recommended:

Kent McIntosh, Ph.D.
Director, Educational and Community Supports

Date:

Attachment A: Description of the SWIS SUITE GLOBAL EDITION

Positive behavioral interventions and support ("**PBIS**") is an evidence-based approach to behavior management designed to improve the educational and social environment for all students by making problem behavior less effective and relevant and desired behavior more functional. Thousands of schools across the United States and throughout the world have adopted (or are adopting) PBIS as an approach for improving their social culture and educational effectiveness. A central feature of PBIS is the regular collection and use of data for decision-making.

The SWIS™ (School-Wide Information System) SUITE GLOBAL EDITION is an integrated set of secure web applications for collecting, analyzing, and reporting on student behavior data for the purposes of supporting and improving decision making. The SWIS SUITE GLOBAL EDITION applications include:

- SWIS (School-Wide Information System)
- CICO-SWIS (Check-In Check-Out)
- ISIS-SWIS (Individual Student Information System)
- SAMI (SWIS Account Management Interface)
- Subscriber Management

SWIS™

SWIS supports school-wide PBIS programs by providing an efficient web interface for the collection, analysis, and use of office discipline referral data for decision making within the school and for reporting to school, district, and state agencies about school conditions and outcomes.

The reports available within SWIS allow school teams and administrators to:

Review school-wide referral patterns

The five basic reports in SWIS frame the context within which problem behaviors occur at school helping teams to answer these questions:

- How often do referrals occur?
- What problem behaviors occur most frequently in our building?
- Where are problem behaviors most likely to occur?
- When are problem behaviors most likely to occur?
- Which students are involved in referrals?

Define behavior patterns in greater detail

Eight other reports allow teams to dive into the data, getting more detailed information about specific questions related to the overall school-wide patterns. Using these reports, teams can look at disproportionality by ethnicity, detailed information about individual students' referral patterns and year-end reports to guide action planning for the upcoming school year.

CICO-SWIS (Check-in Check-out)

The Check-In/Check-Out intervention is a secondary intervention used within PBIS. The elements of CICO-SWIS systems have been used in schools for many years under an array of names. CICO-SWIS involves the use of a Daily Progress Report. Students check-in with school staff in the morning, receive feedback throughout the day, and check out with school staff in the afternoon. CICO-SWIS can provide

- Structure and prompts that students need through the day
- Adult written feedback through the day
- Visual reminders of personal goals for the day
- Data collection
- Communication between adults at school and home

The CICO-SWIS application provides school staff with an online space to enter CICO-SWIS point card data easily and efficiently. Data are summarized across five reports allowing teams to:

Monitor individual student progress

Three reports give teams a way to see

- If each student is meeting his/her goals each day.
- How each student is doing at each check-in period.
- The overall impact of plan changes made throughout the course of the intervention.
- The impact of the intervention on each student's office discipline referral count.

Review the overall integrity and fidelity of the program

Targeted (Tier II) and Universal (Tier I) teams can review two graphs in CICO-SWIS to see:

- Overall student progress in the targeted intervention.
- Overall effectiveness of the CICO-SWIS intervention in the school.

ISIS-SWIS (Individual Student Information System)

ISIS-SWIS is a decision system for students receiving more intensive supports for academic, social, or mental health services. Teams using ISIS-SWIS can:

Define data collection measures

Teams tailor ISIS-SWIS to each student's file to effectively monitor the student's specific outcomes as well as the overall fidelity of the plan. Each individualized plan is setup across the following fields:

- Number of measures
- Team member access to the data
- Measure details
- Data collection schedule

- Goals
- Reporting options
- Plan change history and notes

Upload and store documentation

ISIS-SWIS supports compliance with federal procedures around Tier III support by supplying teams with a place to store all documentation related to a student's plan. Teams can coordinate assessment and support plan development in a single place.

Summarize data for decision making

ISIS-SWIS brings together the goals and objectives from a student's support plan into a comprehensive student file allowing for quality decision making. Team members can enter all data efficiently keeping all records current and enabling a timely review.

Subscriber Management

Subscriber Management is an application that enables centralized management of all aspects of SWIS SUITE GLOBAL EDITION usage.

Subscriptions

Create, edit, and report on subscription records, including:

- New and modified subscriptions
- Subscription history
- Subscriber information
- SWIS personnel and roles

Subscriber Accounts

Create, edit, and report subscriber accounts, including:

- New and modified individual and organizational SWIS accounts
- Account activation/deactivation
- Account permissions and scopes
- Contact information and other data about account holders
-

Trainings and Certifications

Track and report on training events and individual certifications, including:

- New training event records
- Participation in training events
- Certifications such as SWIS facilitator
- Assignment of SWIS facilitator and other role-based school responsibilities

SAMI (SWIS Account Management Interface)

SAMI is a secure web application available to SWIS Facilitators for managing their currently licensed SWIS school accounts. This application allows Facilitators to make changes to their SWIS schools' accounts without sending in a School Information Change Form. This increases Facilitators' ability to respond quickly and efficiently to schools when changes need to be made in the accounts.

SWIS Database

The SWIS Database is the common information structure used by all of the SWIS SUITE GLOBAL EDITION applications. It is implemented in Microsoft SQL Server.

This Agreement does not include Microsoft SQL Server. It is the responsibility of the LICENSEE to obtain the necessary processor licenses for the appropriate Microsoft SQL Server version and editions prior to using the SWIS SUITE GLOBAL EDITION.

Attachment B: Payment

B.1 LICENSEE shall pay to OREGON an upfront license fee of twenty two thousand U.S. dollars (\$22,000) within thirty (30) days of the Effective Date of this Agreement.

B.2 LICENSEE will pay the following Subscriber Site License Fees to OREGON:

SWIS SUITE GLOBAL EDITION Server Edition License Pricing Per Subscriber Site				
# Subscriber Sites	Volume Discount	1 application (SWIS, CICO-SWIS, ISIS-SWIS)	2 applications (SWIS+CICO-SWIS, SWIS+ISIS-SWIS, CICO-	3 applications (SWIS+CICO-SWIS+ISIS-SWIS)
Bundle Discount			67%	67%
1-19	0	\$300	\$400	\$500
20-39	10%	\$270	\$360	\$450
40-149	15%	\$255	\$340	\$425
150-499	20%	\$240	\$320	\$400
500+	25%	\$225	\$300	\$375

B.3 LICENSEE shall inform OREGON prior to installation of the SWIS SUITE GLOBAL EDITION how many Subscriber Sites will use each bundle of the SWIS SUITE GLOBAL EDITION. Based on this, OREGON will invoice LICENSEE for the number of Subscriber Site Licenses within 30 days of LICENSEE'S account setup.

B.4 LICENSEE expressly agrees that OREGON may include a software agent in the SWIS SUITE GLOBAL EDITION that periodically communicates to OREGON information about the number of Subscriber Sites and the applications each Subscriber Site is using. No identifying information of any kind will be included or communicated. This software agent will automatically meet the mutually beneficial need of notifying OREGON of changes to LICENSEE's use of the SWIS SUITE GLOBAL EDITION. This information will be used as follows:

- a. OREGON will periodically invoice LICENSEE based on changes to the number of Subscriber Sites and to the bundles of applications each Subscriber Site is using, at a prorated cost for the remainder of the year. Costs will be prorated in whole months based on the remaining months of the Agreement.
- b. OREGON will periodically report the information gathered by the software agent to the LICENSEE.

B.5 At the Agreement anniversary, all of the Subscriber Sites that LICENSEE paid for throughout the previous Agreement year will be renewed to provide LICENSEE with any volume discount LICENSEE is qualified to receive and OREGON will accordingly invoice LICENSEE for the subsequent Agreement year.

B.6 LICENSEE agrees to pay OREGON the appropriate Subscriber Site License fees within thirty (30) days of receiving an invoice in whole months based on the remaining months of the Agreement.