

## CSLP LEARNING TOOLKIT LICENSING AGREEMENT

THIS AGREEMENT is entered into on the date that you sign this agreement below (the “Effective Date”), by and between you (“Licensee”) and Concordia University (“Licensor”).

WHEREAS Licensor has developed the CSLP Learning Toolkit (the “Software”) whose purpose is to improve teaching and learning in such areas as literacy, numeracy, information literacy, and self regulated learning (the “Purpose”); and

WHEREAS Licensee desires to utilize such Software solely for the Purpose;

WHEREAS Licensee is a school board, academic, research or non-profit institution;

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, the parties hereto agree as follows:

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A. Licensor hereby grants to Licensee, for the term of this Agreement, a non-exclusive, non-assignable, worldwide right and license to use the Software solely to carry out the Purpose.

C. No right or license is being conveyed to Licensee to use the Software on any devices other than the Devices. Licensee is prohibited from making any copies, archival or otherwise, of the Software. Licensee is further prohibited from using the Software in any manner other than for the Purpose.

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A. This Agreement shall be effective as of the Effective Date and shall remain in force until such time, at Licensor’s sole discretion, that Licensor ceases to provide Licensee access to the

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### **3. COMPENSATION**

A. Unless Licensor notifies Licensee otherwise in writing, no fees shall be payable to Licensor in consideration for the licenses granted hereunder.

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A. Licensee recognizes that the Software is the proprietary property of Licensor. Accordingly, Licensee shall not, without the prior express written consent of Licensor, during the term of this Agreement and in perpetuity thereafter, reverse engineer the Software in any way or modify the source code of the Software. Licensee further agrees to take all reasonable precautions to preserve Licensor's Software and shall assume responsibility that its employees, agents, directors, officers, administrators, contractors, subcontractors, students and sublicensees, will similarly preserve the integrity of the Software. The provisions of this clause shall survive termination of this Agreement.

### **5. INSTALLATION, TRAINING, AND ACCEPTANCE**

A. Licensee shall install the Software in accordance with any instructions, which will be provided by Licensor.

B. The Licensee shall organize the professional development training of their teachers through the means of the Licensor's sole choosing. This may be provided online, via telephone, in person or by any other means chosen by Licensor, to Licensee's participants. Training may be subject to a fee agreed to by Licensor and Licensee. Such training requirements may be waived by Licensor on a case-by-case basis. For further information on the CSLP training programme, contact the CSLP Manager (contact information at end of document).

### **6. COMMERCIALISATION & THIRD PARTY ASSESSMENTS**

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B. It is expressly prohibited to commercialise and/or aid and/or partake in the unauthorised commercialisation of the Software. Commercialisation of same is solely authorised via the express written consent to do so via Dr. Philip Abrami, Lead Researcher, Learning Toolkit, Centre for the Study of Learning and Performance at Concordia University. To request said consent or for more information contact [ltk.info@concordia.ca](mailto:ltk.info@concordia.ca)

C. The CSLP will consider requests to include the Software in third-party assessments where the goal is to achieve a rigorous evaluation of CSLP tool(s) in truly blind experimentation. For more information contact [ltk.info@concordia.ca](mailto:ltk.info@concordia.ca)

## 7. WARRANTIES

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## 8. IMPROVEMENTS

Any improvements or modifications made by Licensor to the Software shall be automatically included in this Agreement.

## 9. AUTHORSHIP, CITATION & ACKNOWLEDGEMENT

The Licensee agrees to adhere to all rules and standards contained in this Section 9 and that derogation from same is solely authorised via the express written consent from the CSLP. For further information please contact [info.ltk@concordia.ca](mailto:info.ltk@concordia.ca)

A. AUTHORSHIP: The CSLP is eager to collaborate with other researchers to explore further the validation of its tools, including testing among different populations, settings, and with different measures. In such circumstances, the CSLP adheres to professional standards (e.g., American Psychological Association) in deciding authorship credit. For example, when the CSLP participates actively in a project, this will normally result in major, but not necessarily senior, authorship credit to at least the CSLP Director and other CSLP faculty or staff, as appropriate. Authorship consideration is given in recognition both of the substantial intellectual work involved in the design, development, and testing of the CSLP tools as well as collaboration on such matters as research design, instrumentation, testing, training, implementation, analysis, and interpretation. Finally, grants, papers, reports, and publications related to the effectiveness and efficiency of CSLP tools should acknowledge the CSLP, Concordia and other universities as appropriate, including a proper reference to the tool(s) used.

B. CITATION: Individuals wishing to cite the Learning Toolkit software, should:

- Cite the tool author(s) by institution.
- Cite the tool name, version number and release date.

Example: Centre for the Study of Learning and Performance. (2017). *The Learning Toolkit* [Computer software]. Montreal, Canada: Centre for the Study of Learning and Performance,

C: ACKNOWLEDGMENT: In contrast to effectiveness and efficiency studies, projects designed to explore internal mechanisms or processes, where CSLP software is not the object of study per se but the vehicle for examining an issue (e.g., synthetic vs. analytic methods of literacy instruction) should contain acknowledgments of the CSLP and individual faculty or staff as appropriate.

## **10. SURVIVAL**

A. Upon the expiration or termination of this Agreement, all rights granted to Licensee under this Agreement shall forthwith terminate and immediately revert to Licensor and Licensee shall discontinue all use of the Software and the like and, at the request for the Licensor, immediately delete the Software from all Devices.

B. Upon expiration or termination of this Agreement, Licensor may require that Licensee transmit to Licensor or delete, at no cost, all material relating to the Software.

## **11. INDEMNITY**

Licensor and its officers, directors, governors, agents, and employees shall not be liable for any costs, expenses, and losses (including reasonable attorney fees and costs) incurred as a result of Licensee's use of the Software or through claims of third parties against Licensee based on this Agreement or based on the Software, including breaches of any intellectual property rights or based on Licensee's use of the Software.

## **12. NOTIFICATION AND AMENDMENTS**

A. Licensor may, from time to time, amend the present Agreement by updating it on the Software's then-current webpage and indicating a new date following the statement "Last Updated" below. Any such amendment shall become effective immediately. It shall be Licensee's sole responsibility to ensure that it checks for any amendments prior to every use of the Software and, should it disagree with the terms of any amendment, to cease using the Software.

B. Any notices with respect to this Agreement must be sent by email with delivery receipt to [info.ltk@concordia.ca](mailto:info.ltk@concordia.ca) with [ogc@concordia.ca](mailto:ogc@concordia.ca) on copy. It is presumed that notices have been received the business day following Licensor's receipt of a delivery receipt therefor.

## **13. RESTRICTIONS ON USE OF CONCORDIA'S NAME, MARK AND RELATED SEALS**

Licensee may not use in its communications, including press releases, publicity, referred customers listings or marketing literature, either Licensor's name or any of its marks and related official seals, or any information which may reasonably be seen to imply that Licensee has

entered into partnership with or has a relationship with Licensor or that Licensor condones or supports the activities of Licensee, without first obtaining Licensor's written approval.

#### **14. JURISDICTION AND DISPUTES**

A. This Agreement shall be governed by the laws of the Province of Quebec, and the laws of Canada applicable therein.

B. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the City of Montreal, Province of Quebec for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.

#### **15. AGREEMENT BINDING ON SUCCESSORS**

This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

#### **16. WAIVER**

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

#### **17. SEVERABILITY**

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

#### **18. ASSIGNMENT**

The license granted hereunder is personal to Licensee and may not be assigned by any act of Licensee or by operation of law without Licensor's prior written permission.

#### **19. ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall replace all prior promises or understandings, oral or written.

#### **20. AUTHORISED REPRESENTATIVE**

I hereby affirm that I am duly authorised to agree to the present Agreement on behalf of the Licensee.

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Signature

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Date

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Position

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Institution

**Last updated: January 18, 2017**

Send signed documents to, or for further information:

Anne Wade

Manager, CSLP, Concordia University

Email: [info.ltk@concordia.ca](mailto:info.ltk@concordia.ca)

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