

Engineering byDesign™ (EbD™) Curriculum License Agreement

1. Definitions

For purposes of this Agreement:

"Licensee" refers to the purchasing organization, including a school, district, county, state agency, or other entity purchasing access to the Products.

"Authorized Users" refers to employees of the Licensee, including teachers and administrators, who are designated by the Licensee to access and use the Products.

"Products" refers to the Engineering byDesign™ Interactive Learning Edition (ILE), Engineering byDesign™ Essential Learning Edition (ELE), related assessments, instructional resources, digital content, and supporting curriculum materials provided by the International Technology and Engineering Educators Association (ITEEA) STEM Center for Teaching and Learning™ ("STEM CTL™").

2. Grant of License

Subject to the terms of this Agreement and payment of all applicable fees, STEM CTL™ grants the Licensee a limited, non-exclusive, non-transferable, revocable license to access and use the Products solely for educational and instructional purposes during the active license term.

The license granted under this Agreement belongs solely to the Licensee and may not be assigned, transferred, sublicensed, or shared with any other organization or individual.

No ownership rights are transferred to the Licensee or any Authorized User.

3. Authorized Users and Access

Access to the Products is limited to Authorized Users designated by the Licensee.

The Licensee is responsible for:

- Designating Authorized Users.
- Ensuring access is limited to employees with a legitimate instructional or administrative need.
- Promptly notifying STEM CTL™ when Authorized Users require access changes or removal.
- Maintaining the security of all user accounts and credentials.

Access to the Products may not be:

- Shared with individuals who are not Authorized Users.
- Shared with other schools, districts, agencies, institutions, or organizations.
- Used by former employees after separation from the Licensee.

- Transferred between organizations.
- Accessed through shared accounts or shared login credentials.

Each Authorized User must maintain individual login credentials and may not share usernames or passwords with others.

4. Curriculum Use and Modification

The Products are intended to be implemented substantially as provided by STEM CTL™. Authorized Users shall follow the general course scope, sequence, instructional framework, and learning objectives of the curriculum.

Authorized Users may make reasonable modifications to the Products but shall not make modifications that materially alter the curriculum, including:

- Course learning outcomes.
- Assessment integrity.
- The essential structure or intent of the curriculum.

The Products may not be used to create derivative curricula, competing educational programs, commercial products, or other instructional materials without prior written authorization from STEM CTL™.

5. Intellectual Property

All Products are proprietary intellectual property owned by ITEEA and are protected by copyright, trademark, and other applicable intellectual property laws.

All rights not expressly granted under this Agreement are reserved.

Except as expressly permitted under this Agreement, the Licensee and Authorized Users shall not:

- Copy, reproduce, publish, distribute, or disseminate curriculum materials.
- Sell, sublicense, lease, or transfer curriculum materials.
- Remove copyright or proprietary notices.
- Create derivative works based on the Products.
- Use the Products to develop competing educational programs or curriculum resources.

6. Confidentiality and Security

The Products, including curriculum materials, assessments, instructor resources, answer keys, assessment banks, digital content, and access credentials, constitute confidential and proprietary information.

The Licensee shall implement reasonable safeguards to protect such information from unauthorized access, use, disclosure, reproduction, or distribution.

The following activities are prohibited:

- Sharing login credentials.
- Providing curriculum access to unauthorized individuals.
- Posting materials to public websites or repositories.
- Uploading materials to publicly accessible file-sharing platforms.
- Reproducing or distributing content.
- Capturing, copying, printing, or redistributing assessment banks except as expressly permitted.

The Licensee shall promptly notify STEM CTL™ of any actual or suspected unauthorized access, disclosure, or misuse.

7. Assessments

Assessments provided through the Products are confidential and intended solely for instructional and educational purposes. Assessment content may not be copied, reproduced, distributed, published, or disclosed to unauthorized individuals.

Authorized Users shall administer assessments in a fair, secure, and standardized manner.

8. License Term and Renewal

Each license period extends from July 1 through June 30. For new Licensees, the initial term shall begin upon execution of this Agreement and expire on the next occurring June 30.

Access to the Products beyond June 30 requires payment of the applicable annual license fee and continued compliance with this Agreement.

Licenses renew annually upon payment of the applicable renewal fee. Failure to remit payment may result in suspension or termination of access.

9. Fees

Annual license fees are established by STEM CTL™ and are based upon the Products licensed by the Licensee. Such fees:

- Are billed annually.
- Are non-refundable.
- Are not prorated for partial license periods.
- Must be paid to maintain uninterrupted access.

Additional professional learning, travel, conference attendance, substitute teacher costs, or related expenses remain the responsibility of the Licensee.

10. Data Retention

The Products are designed to support instruction during the active license period.

STEM CTL™ does not guarantee retention of user, course, assessment, or reporting data beyond the applicable license year ending June 30. The Licensee is responsible for exporting or retaining any desired reports or records before the conclusion of each license year.

11. Termination

Either party may terminate this Agreement upon thirty (30) days written notice.

STEM CTL™ may immediately suspend or terminate access for:

- Non-payment of fees.
- Unauthorized sharing of access.
- Copyright infringement.
- Assessment security violations.
- Material breach of this Agreement.

Upon expiration or termination:

- All access rights immediately cease.
- Authorized Users shall discontinue all use of the Products.
- The Licensee shall remove and destroy all copies of curriculum materials under its control, including materials maintained in local drives, learning management systems, cloud storage environments, and shared repositories.

12. Indemnification

To the extent permitted by law, the Licensee shall indemnify, defend, and hold harmless ITEEA, STEM CTL™, their officers, employees, agents, and representatives from any claims, damages, liabilities, costs, or expenses arising from:

The Licensee's use of the Products;

- Violation of this Agreement;
- Unauthorized use or distribution of the Products; or
- Negligent or wrongful acts or omissions of the Licensee or its personnel.

13. General Provisions

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, understandings, and agreements concerning the Products.

Failure by either party to enforce any provision shall not constitute a waiver of that provision. If any provision of this Agreement is determined to be unenforceable, the remaining provisions shall remain in full force and effect.

This Agreement shall be governed by the laws of the Commonwealth of Virginia.