

Rutgers University

National Institute for Early Education Research

License Agreement

Rutgers, The State University of New Jersey's National Institute of Early Education Research (NIEER), has developed the Self-Evaluation Assessment of Supports for Emergent Bilingual Acquisition (SESEBA) and related training materials.

_____ (organization/individual), from here on defined as the Licensee is granted permission to use these materials for the assessment of classroom practices around language and literacy for their _____ (research study, preschool program), from here on defined as the Project.

NIEER hereby grants the Licensee a single, non-exclusive, restricted, non-transferable license for the use, performance, display, reproduction and distribution of the SESEBA and NIEER training materials as follows (solely for the purposes of Project as defined in the attached request form attached) on the following terms:

- NIEER maintains full legal and other proprietary rights to the SESEBA and all NIEER training materials licensed hereunder. This license does not confer on Licensee any right of ownership in, or to, the SESEBA and NIEER training materials.
- Licensee will use the materials licensed under this License Agreement only as necessary to carry out Project. In so doing, Licensee will not use the materials in any way that would infringe upon or violate any United States or foreign copyright, patent, trademark, trade secret, or other proprietary right of NIEER, or of any third party, or any applicable law or regulation. Licensee further agrees not to intentionally use the concepts, SESEBA, and NIEER training materials in any way that would adversely affect the value of said products or NIEER's reputation.
- Licensee agrees that all material developed by Licensee incorporating the material licensed under this License Agreement shall prominently display the citation:
Figueras-Daniel, A., Frede, & Freedson, E. (2014). The Self-Evaluation of Classroom Supports for Emergent Bilingual Acquisition. Used with permission from The National Institute for Early Education Research (www.nieer.org). Not

to be copied or distributed by individuals other than those with permission from NIEER.

- Licensee has no rights to create derivative works from materials licensed hereunder. Nor may it copy, distribute or modify said materials except as specifically provided for in this license agreement. Any publication or presentation of Project results shall appropriately acknowledge the use of the licensed materials as follows: *Figueras-Daniel, A., Frede, & Freedson, E. (2014). The Self-Evaluation of Classroom Supports for Emergent Bilingual Acquisition. Used with permission from The National Institute for Early Education Research (www.nieer.org). Not to be copied or distributed by individuals other than those with permission from NIEER.*
- This limited license agreement shall be in effect for 1 year, commencing on _____ (dd/mm/yy).
- This limited license agreement can be renewed indefinitely, for one year at a time, before the end date on this agreement. Renewals need to be submitted using the renewal form on our website: www.nieer.org.
- If the SESEBA and its accompanying materials were to be published, any further use of the instrument should be governed by Rutgers University's agreement with the publisher.
- Licensee requests the SESEBA for its use in _____(number) classrooms. The number of classrooms using the instrument will not exceed those stipulated here. For additional classrooms, Licensee will request from NIEER a modification on this license agreement.
- There is no cost for using these materials.
- NIEER has the expectation that Licensee will share with NIEER SESEBA information collected within this agreement, stripped of any identifiable information, that could support the process of validation and reliability of the SESEBA.

NIEER hereby warrants and represents that it is the owner of the SESEBA and all NIEER training materials licensed to Licensee under this License Agreement, and that the foregoing do not infringe or violate the proprietary and intellectual property rights of any third party.

Licensee agrees to indemnify Rutgers, the State University of New Jersey against any and all claims arising from its use of the materials licensed hereunder except to the extent that Rutgers breached the above warranty.

The license agreement shall be governed by the laws if the State of New Jersey without reference to its conflict of law provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

LICENSOR:

BY: _____ DATE: _____
Signature of Authorized Signatory of NIEER

Print Name:

Title:

Address: 73 Easton Avenue, New Brunswick, NJ 08901

Telephone No.: 848-932-4350

E-mail:

LICENSEE:

BY: _____ DATE: _____
Signature of Authorized Signatory of ORGANIZATION

Print Name:

Title:

Address:

Telephone No. and Email: