

**REVENUE AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
CHILDREN'S READING FOUNDATION**

This Revenue Agreement ("Agreement") is made and entered into by and between Washington State University, by and through its College of Education ("WSU"), and The Children's Reading Foundation, a Washington Non-Profit Corporation (hereafter referred to as "CRF").

Purpose. This Agreement provides the terms and conditions under which WSU will perform for CRF an external audit of a program developed by CRF entitled READY! For Kindergarten ®, as more particularly set forth herein.

- 1. Scope of Work.** WSU's Learning and Performance Research Center, under the direction of Chad Gotch and in consultation with Kimberly Rhoades of the Department of Human Development, will conduct an analysis of the CRF's READY! for Kindergarten® program (English only) to determine: a) Does the program provide the educationally correct and complete curriculum to meet kindergarten readiness requirements, b) Is the curriculum current with educational thought and research, c) Does the program and curriculum provide materials and presentation which will engage a variety of parents, d) Is the program overall up to date, and e) What is missing from the program. WSU's work may include interfacing with some of the CRF staff beyond their Chief Executive Officer (CEO).
- 2. Deliverables.** Upon completion of the analysis, WSU will prepare and submit a report to the CEO to explain program areas that are adequate, out of date, insufficient, etc. The report will also provide an outline of what is needed to get the READY! program up to date with current research, new program activities, presentation suggestions, and a suggested schedule and estimate to make necessary changes.
- 3. Term.** The work performed under this Agreement shall take place between May 1, 2016 and June 30, 2016 (the "Term"). This Agreement shall expire at the end of the Term unless earlier terminated under the provisions in Section 8 of this Agreement.
- 4. Compensation and Payment.** As consideration for the work provided to CRF as set forth above, CRF shall pay WSU \$10,000. This sum includes all amounts for time and effort, and for all expenses for materials, supplies, and travel.
- 5. Billing Procedures.** WSU shall invoice CRF \$10,000 upon the delivery of the report, and payment shall be made within 30 days of receipt of invoice. The invoice shall be submitted via email to Rick Donahoe at rdonahoe@readingfoundation.org. All amounts past due will bear interest at a rate of one percent (1%) per month.
- 6. Administration and Notices.** This Agreement will be administered by, and notices provided to, the following individuals, provided that each Party may substitute its designee by written notice:

Notices for CRF:

Rick Donahoe
CEO
The Children's Reading Foundation 515 West Entiat Ave.
Kennewick, WA 99336
rdonahoe@readingfoundation.org
509-735-9405

Notices for WSU:

Dr. Chad Gotch
Clinical Assistant Professor
College of Education, Washington State University Cleveland Hall Room 352
Pullman, WA 99164-2136 cgotch@wsu.edu
509-335-7214

7. **Non-Assignment.** WSU may not assign or transfer this Agreement or any interest therein, without the written consent of CRF. However, WSU reserves the right to hire and assign employees and/or subcontractors as necessary to complete the activities as specified, provided that all requirements of the Agreement are met.
8. **Termination.** This Agreement may be terminated by either Party upon fifteen (15) days prior written notice to the other Party. In the event of such termination, CRF agrees to compensate WSU for all services performed and expenses incurred prior to the effective date of termination.
7. **Proprietary Information.** The Children's Reading Foundation's READY! For Kindergarten ® program and its Summer Read Up program consist of proprietary information. The proprietary information is manifest through various materials, such as documents, PowerPoint™ slide presentations, video clips, lessons, handouts, game boards, audio recordings, charts, graphs, incoming kindergarten targets, birth through five age-sequenced targets, and/or other documents and items utilized in the presentation of the programs. The Children's Reading Foundation's READY! For Kindergarten® and Summer Read UpsM program materials are subject to copyright and trademark restrictions. CRF represents and warrants that it is the owner of the copyrights and other intellectual property that comprise the proprietary information and/or that it has the right to disclose the proprietary information to WSU. Accordingly, WSU agrees not to copy, alter, reproduce, or create derivatives of the Children's Reading Foundation®, READY!® Program and Summer Read UpsM Program materials or portions thereof without the prior written consent of CRF. The unauthorized use of any of the CRF's proprietary information or materials by WSU or any of its participants shall entitle the Foundation to seek all remedies provided by law, including injunctive relief without the necessity of posting bond. The Foundation shall also be entitled to all such legal remedies as may be available in law or equity for the protection of its proprietary information and materials. A non-disclosure agreement signed by the Parties is attached to this Agreement.
8. **Public Records Act.** The Parties understand that WSU is a public entity subject to the Washington Public Records Act, Chapter 42.56 RCW. This Agreement is a public record and will be provided in response to a Public Records Act request. If WSU receives a Public Records Act request for CRF's records provided under this Agreement to WSU that have been identified by Contractor as proprietary, and WSU's Public Records Officer either determines that no exemption to disclosure applies or is unable to determine whether an exemption to disclosure applies, WSU will notify CRF of the request and the date that such records will be released to the requester unless CRF obtains a court order enjoining that disclosure. If CRF fails to obtain a

court order enjoining disclosure, CRF gives WSU full authority to release the records on the date specified, and CRF understands it has thereby given up all rights to challenge the disclosure in any forum.

9. Independent Capacity. The Parties to this Agreement are independent contractors. This Agreement does not create a partnership or joint venture between the Parties and neither is liable for the debts or obligations of the other Party. The employees or agents of each Party engaged in the performance of this Agreement will continue to be employees or agents of that Party and will not be considered for any purpose to be employees or agents of the other Party.

9. Indemnification

Each party to this Agreement is responsible for its own acts and omissions and the acts and/or omissions of its officers, employees and agents. Neither party to this Agreement is responsible for the acts and/or omissions of third parties.

10. Dispute Resolution. In the event that a dispute arises under this Agreement that the Parties cannot resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: each Party shall appoint one member to the Dispute Panel, and the members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel. Each Party will be responsible for their own costs in engaging in the dispute resolution process, including reasonable attorney fees, if any.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and venue for any litigation brought thereunder shall be in the Superior Court for Whitman County.

12. Attorneys' Fees. In the event of any litigation or other action brought to interpret or enforce the terms of this Agreement, each party shall bear its own attorneys' fees and costs.

13. Non-Discrimination. Each party certifies that it will not discriminate in the performance of this Agreement on the basis of race, color, national origin, genetic information, gender, sexual orientation (to include gender identity), religion, veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.

14. Trademarks and Logos. Both Parties are prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other Party without first obtaining prior written approval from that Party.

15. Entire Agreement. The provisions of this Agreement constitute the entire agreement of the parties, and no other understandings, either verbal or in writing, exist to bind the parties hereto.

16. Amendments. This Agreement may be amended by the mutual written consent of the parties, set forth in a writing signed by individuals authorized to bind each party.

17. Signatures. Each Party affirms that the individual signing this Agreement on that Party's behalf has been granted the authority to do so, and by his/her signature affirms that the Party will comply with the terms and conditions hereof.

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be executed on this day of May 4, 2016.

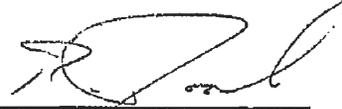
Washington State University
Learning and Performance Research Center



Amanda Owen, Contracts Manager

Date 5/6/16

Children's Reading Foundation



Rick Donahoe

CEO and Grant Project Director