

Cost of Preschool Quality Tool & Revenue (CPQ&R) License Agreement

Revised March 3, 2021

The Center for Enhancing Early Learning Outcomes (CEELO) based at Rutgers, The State University of New Jersey's National Institute of Early Education Research (NIEER), has developed the Cost of Preschool Quality Tool & Revenue (CPQ&R) and accompanying materials, which includes the Cost of Preschool Quality-Mini (CPQ-Mini).

_____ (organization/individual), from here on defined as the Licensee is granted permission to use these materials for estimations of system costs for _____ (State/District/Authority), from here on defined as the Project.

Rutgers, The State University of New Jersey ("Rutgers") hereby grants the Licensee a single, non-exclusive, restricted, non-transferable license for the use, performance, display, and reproduction of the CPQ&R and accompanying materials as follows (solely for the purposes of Project as defined in the attached request form attached) on the following terms:

- Rutgers maintains full legal and other proprietary rights to the CPQ&R and all accompanying materials licensed hereunder. This license does not confer on Licensee any right of ownership in, or to, the CPQ&R and accompanying 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 Rutgers, or of any third party, or any applicable law or regulation. Licensee further agrees not to intentionally use the concepts, CPQ&R and accompanying materials in any way that would adversely affect the value of said products or Rutgers', CEELO or NIEER's reputation.
- Rutgers makes no representations or warranties about the accuracy, reliability, completeness or suitability of the CPQ&R model for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, and damages (including indirect or consequential damage) incurred as a result of inaccurate or incomplete information in the CPQ&R in any way or for any reason. All datasets are updated as they become available to provide the most current information, however the data may not be valid and reliable for all purposes.
- Licensee acknowledges that it may be acquiring knowledge of trade secrets and/or information of a confidential nature that is of great value to Rutgers. Licensee agrees not to

divulge to anyone, either during the term of this agreement or at any time following the termination of this agreement, any information acquired by Licensee concerning the CPQ&R and accompanying materials other than that which is specifically permitted under this license or which is publicly known, independently developed or disclosed to Licensee by a third party.

- Licensee agrees that all material developed by Licensee incorporating the material licensed under this License Agreement shall prominently display the citation:

Rickus, G., Barnett, W. S., Nores, M., Weisenfeld, G., Friedman-Krauss, A., & Garver, K. (2020). Cost of Preschool Quality and Revenue (CPQ&R) 6.0. National Institute of Early Education Research

Rickus, G., Barnett, W. S., Nores, M., Weisenfeld, G., Friedman-Krauss, A., & Garver, K. (2020). Cost of Preschool Quality-Mini (CPQ-Mini) v2. New Brunswick, NJ: National Institute for Early Education Research.

- Licensee has no rights to create derivative works from materials licensed hereunder. Nor may it copy or distribute said materials except as specifically provided for in this license agreement. Any publication or presentation of Project results shall appropriately acknowledge the use for the licensed materials as in the citation above.
- This unlimited license agreement shall be commencing on _____ (dd/mm/yy).
- If the CPQ&R and accompanying materials were to be published, any further use of the instrument should be governed by Rutgers' agreement with the publisher.
- There is no cost for using these materials.
- CEELO/NIEER have the expectation that Licensee will share with NIEER CPQ&R information collected within this agreement to support the process of fine-tuning the tool.

Rutgers hereby warrants and represents that it is the owner of the CPQ&R and all accompanying 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.



NATIONAL INSTITUTE FOR
EARLY EDUCATION RESEARCH

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

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY:

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

Print Name: W. Steve Barnett

Title: Director, NIEER Principal Investigator

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:

SUBMIT THE COMPLETED FORM TO KARIN GARVER

kgarver@nieer.org