



Date: _____

Memorandum of Understanding

I. PARTIES

This EarlyEdU Alliance memorandum of understanding (MOU) is made between EarlyEdU acting through the University of Washington's College of Education, a public institution of higher education and an agency of the State of Washington, as the designated entity to manage MOUs for EarlyEdU (UW), and the Organization as signed herein.

EarlyEdU is an alliance of institutions of higher education and state or municipal agencies (individually **organization**, collectively **organizations**), working together to increase access to affordable bachelor's degrees that offer relevant coursework and effective college instruction that is designed to improve teaching interactions and practices for early care and education professionals.

II. PURPOSE

This MOU confirms your continued use of EarlyEdU courses, technology, and supports, and outlines the conditions of organizational membership.

Provided that Organization continues to conform to the terms and conditions of this MOU, UW hereby grants and Organization accepts:

1. Permission to access, display, and perform the Works, and print and distribute digital access and printed output from the Works, provided such access and printouts are primarily for Organization's use. Any other use, including all commercial use, requires the prior written permission from UW.
2. Organization will gain no ownership of the Works and Services and will retain the Works and Services copyright, trademark, or other notices pertaining to the Works and Services as provided by UW.
3. Organization will not distribute, publish, or otherwise transfer or allow to be transferred the copies of the Works, in whole or in part, without the prior written permission of UW.
4. Organization will neither provide third parties access to the Services nor allow third parties to use the Services. Organization's students using the Works and Services as a part of their matriculation are not considered third parties.

UW reserves the right to modify or make improvements in the Works and Services at any time without notice. UW shall endeavor to correct program defects relating to the operation of Works and Services.

III. WORKS and SERVICES

In signing this MOU, Organization will continue to receive the following Works and Services from EarlyEdU:

- Technology support
- Recognition on the UW website and related materials as an implementation and thought partner for EarlyEdU Alliance (See Appendix A for additional co-branding information)
- Invitation to the annual EarlyEdU Alliance Institute and recognition as an implementation partner at the event

NOTE: Access to the following resources is available to those registering as Individual members with terms of use acknowledged in EarlyEdU's online membership agreement:

- Courses
- Media library
- Peer network

In signing this MOU, Organization will be granted access to purchase additional Works and Services, including:

- Infrastructure support for the Organization's branded learning management system (LMS) subdomain in the Canvas LMS
- System-building consultation and planning to promote EarlyEdU approach throughout the state professional development (PD) system, including state competency and standards alignment to promote articulation
- Customized training for faculty and other Organization stakeholders
- Organizational instance of the *EarlyEdU Approach* course for your own facilitation or with EarlyEdU facilitation
- Customized media library and storage options
- Coach and Educator Community Interface (CECI, formerly known as Customized Coaching Companion) application and integration
- Customized and downloadable widgets and other social media templates

Additional goods and services are available upon request (associated costs based on the scope of work for Organization).

IV. Agreement

By signing this MOU, Organization agrees to:

- Deliver Works and Services in a manner consistent with EarlyEdU's Competency-Based Educator Development Model (CEDM).
 - EarlyEdU's CEDM approach to course and educator development leverages the powerful pedagogical strategies of video analysis, formative feedback, and collaborative learning to activate the Know, See, Do, Reflect, and Improve components of the Intentional Teaching Framework (ITF).
- Implement the practice-based application assignments included in the courses. All online courses include embedded Coaching Companion Campus Edition assignments. Organization may use the stand-alone Coaching Companion Campus Edition or other video annotation tools for in-person courses.
- Use video feedback for assignments in all relevant in-person courses. Organization may use Coaching Companion Campus Edition, other video annotation sites, or their learning management system for in-person courses.
- Provide EarlyEdU with faculty and student *feedback* (written or verbal) about their experiences with the course(s).
- Written or verbal *feedback* on the use of Works by the Organization, provided by Organization's designated contact to the designated UW EarlyEdU contact.

	Designated Organization Contact	Designated UW EarlyEdU Contact
Name		Katie Emerson-Hoss
Title		Associate Director
Phone		206-604-1694
Email		drkate@uw.edu

- Permit UW EarlyEdU to use Organization's feedback at no charge or royalty in making changes to the Works.
- Provide EarlyEdU with demographic information about the students participating in the course.
- Faculty using materials registering as a member of the Alliance and completing the EarlyEdU Approach course.
- Use EarlyEdU content and materials for the sole purpose of teaching the courses as designed.

V. Term and Termination

Organization may terminate this MOU at any time upon written notice to UW.

UW may terminate this MOU if the Organization is in default of any of its obligations set forth herein and fails within 30 days of a written demand for performance to ameliorate such default.

The provisions under which this MOU may be terminated will be in addition to any and all other legal remedies that either party may have for the enforcement of any and all terms hereof and do not in any way limit any other legal remedy such party may have.

Termination of this MOU will annul all rights and permissions granted Organization relating to the Works and Services.

Warranties and Disclaimers

The Works and Services are intended for educators and professionals involved in teacher training and evaluation (*Audience*). The Works and Services are not meant to be a substitute for professional judgment. Organization is responsible for ensuring the Audience associated with Organization's use of the Works and Services is appropriate.

Organization acknowledges that the Works and Services are for informational and educational purposes only and are not a substitute for Organization's professional judgment. ORGANIZATION'S RELIANCE UPON THE WORKS AND SERVICES IS SOLELY AT ORGANIZATION'S OWN RISK. IF ORGANIZATION USES THE **WORKS** AND **SERVICES** IN THE TRAINING OF OTHERS, ORGANIZATION ASSUMES THE RESPONSIBILITY AND THE RISK FOR EVERYONE TO WHOM THE ORGANIZATION GIVES ACCESS, OR FOR WHOM THE ORGANIZATION DISPLAYS OR PERFORMS THE **WORKS** AND **SERVICES**.

The Works and Services are academic research tools that are experimental and are supplied AS IS, without obligation by the UW to provide accompanying services or support. The entire risk as to the quality and performance of the Works and Services is with Organization.

UW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, PERTAINING TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF **WORKS** AND **SERVICES** OR ANY OTHER MATERIALS OTHERWISE PROVIDED TO THE ORGANIZATION UNDER THIS MOU.

Indemnification and Liability

To the extent allowed by law, Organization will indemnify and hold harmless UW and its officers, faculty, employees, students, and agents against any and all claims, suits, losses, damages, costs, fees, and expenses resulting from the Organization's use of the Works and Services, including but not limited to damages.

Partner Organization

Date	
Authorized Signature	
Title	
Key Contact (if different from signing authority)	
Address	
Email/Phone	

UW

Date	
Authorized Signature	
Title	
Key Contact (if different from signing authority)	
Address	
Email/Phone	

VI. Appendix A

Logo Use and Formatting Guidelines

Acceptable use of the names EarlyEdU and EarlyEdU Alliance and logos (Brand Materials).

Logo Use

1. The EarlyEdU and EarlyEdU Alliance logos may be appended **only** as follows to indicate membership in the EarlyEdU Alliance:

[Member Name or State]
In collaboration with EarlyEdU Alliance®

Addendum Specifications:

- i. EarlyEdU Alliance Member's state, name, or abbreviated name, must be centered above the phrase "In collaboration with" in a size not to exceed the width or height of the word "EarlyEdU"
 - ii. "In collaboration with" phrase must be centered above the EarlyEdU logo, in the same size relative to the word "EarlyEdU" as shown in the examples that follow this section
 - iii. "EarlyEdU Alliance" logo must be centered below the phrase "In collaboration with," in a size not to exceed the width or height of the word "EarlyEdU," and including the registered trademark symbol
 - iv. Additional approved text must appear **red** (examples follow this section), specifically:

C: 9, M: 89, Y: 79, K:1
R: 219, G: 65, B: 63
Hex: #DB413F
 - v. Additional approved text must appear only in **Gotham Bold** font
 - vi. Logo must appear in color
2. Do not edit or change the EarlyEdU or EarlyEdU Alliance logos except to scale them for placement.
 3. Do not use the name "University of Washington," its logo, marks, or any abbreviation thereof without prior written approval from UW except as otherwise expressly provided in the Agreement.
 4. When using the EarlyEdU Alliance logo, include the following text:

EarlyEdU Alliance® is a registered trademark of the University of Washington.
Used with permission. No sponsorship or endorsement by the University of Washington is implied.

Advertising, Promotional Materials, Websites

Prior approval by EarlyEdU is required for any use of its logos on EarlyEdU Alliance Member's websites, products, packaging, or manuals.

Education and Instruction Materials (e.g., EarlyEdU courses, books, guides, publications, and conferences)

Brand Materials may be used for educational and instructional purposes to indicate the collaborative relationship between the EarlyEdU Alliance Member and the EarlyEdU Alliance.

Linking to EarlyEdU

Contact EarlyEdU at info@earlyedualliance.org for permission to use the EarlyEdU or EarlyEdU Alliance logo to link to the EarlyEdU site.

Merchandise

Do not use Brand Materials on merchandise without permission from UW.

Questions and Approval

For approval of proposed logo use, contact EarlyEdU at info@earlyedualliance.org.

Please send a mockup of your intended use so we can be specific in our response. Please allow a minimum of 14 days for a response regarding brand/logo use requests.

Examples of Acceptable Use

