

**POST-SECONDARY INSTITUTION AGREEMENT 2010-2011
ENGINEERING/TECHNOLOGY
POST-SECONDARY STUDENT LEARNING**

AGREEMENT by and between «Institution_Name» (the “Institution”), located in «City», «State» and **PROJECT LEAD THE WAY, INC.**, a New York not-for-profit corporation having an address at 747 Pierce Road, Clifton Park, New York 12065 (“PLTW, INC.” and, collectively with the Institution, the “parties”).

WITNESSETH:

WHEREAS, PLTW, INC. has established and is supporting a working relationship among middle and high schools, colleges and universities, and the private sector to provide quality science, engineering and technology curriculum; and

WHEREAS, PLTW, INC. seeks to establish and support a working relationship with two and four year post-secondary institutions to provide coursework in science, pre-engineering and technology, utilizing the **PLTW®** curriculum (the “**PLTW®** Program”); and

WHEREAS, the Institution desires to implement the **PLTW®** Program; and

WHEREAS, the parties desire to work together and with others through PLTW, INC. to maximize the benefit of the **PLTW®** Program to students by maintaining the quality standards and practices of the **PLTW®** Program.

NOW, THEREFORE, the parties agree as follows:

1. Institution Application.

The Institution has submitted an application to PLTW, INC. dated «Date_Submitted» in conjunction with its desire to implement the **PLTW®** Program. Institution is a «two/four year» post-secondary institution. The Institution represents that the information contained in the application remains accurate as of the date of this Agreement.

2. PLTW® Program.

A. Course Offerings. The **PLTW®** Program shall consist of selected **Project Lead The Way®** courses, each awarded appropriate student credit. The Institution acknowledges and agrees that students who have not first successfully completed the foundational **PLTW®** courses (Introduction to Engineering Design[™], Principles of Engineering[™] and Digital Electronics[™]) may not enroll in any specialty or capstone **PLTW®** courses. The Institution shall inform the PLTW, INC. Coordinator of School Relations of any changes to the intended learning audience(s) for its instruction immediately upon any proposed change thereto.

B. Concurrent Student Course Requirements. The Institution agrees that a student’s concurrent enrollment in a college or college preparatory mathematics course shall be a

prerequisite for a student's enrollment in any **PLTW®** Program course. The Institution agrees to use its best efforts to ensure that students participating in the **PLTW®** Program will, at a minimum, be capable of meeting a two-year college mathematics requirement by the end of their completion of the **PLTW®** Program. Within this format, the Institution agrees to follow the **PLTW®** curriculum and to meet **PLTW®** quality standards and practices.

3. Participation Fee.

The Institution will be assessed an annual fee of \$5,000 for its participation in the **PLTW®** Program, which shall be due and payable by August 1 of each year this agreement is in effect. As a participant, the Institution will receive the curricula, annual updates to the curricula and the **PLTW®** Purchasing Manual, and Institution faculty will have access to the **PLTW®** Virtual Academy for ongoing professional development and access to technical assistance for program implementation.

4. Use of Designated Software.

The Institution agrees to use the appropriate version of the software designated by PLTW, INC. exclusively in teaching all **PLTW®** Program courses. If the Institution has existing license agreements for the designated software, it may access the designated software in accordance with these existing agreements. If the Institution does not have an existing license agreement for designated software, then it agrees to purchase its rights to use the designated software from PLTW, INC., to the extent allowable under PLTW, INC.'s agreements with the software vendors.

5. Model **PLTW®** Program.

The Institution agrees that its **PLTW®** Program will serve as a **PLTW®** Program model for other post-secondary institutions. The Institution will make its **PLTW®** Program available for observation and inspection by other post-secondary institutions and will exchange information concerning the **PLTW®** Program with other post-secondary institutions, whether or not such institutions have currently implemented the **PLTW®** Program.

6. Strict Adherence to the **PLTW®** Program Guidelines.

The Institution agrees to implement the **PLTW®** Program courses according to guidelines established by PLTW, INC., which shall include, but not be limited to, guidelines governing the implementation of the **PLTW®** Program. **PLTW®** guidelines may be modified from time to time by PLTW, INC. (and only by PLTW, INC.) in its reasonable discretion. The Institution may exceed the minimum instructional requirements of the **PLTW®** Program in order to enhance the **PLTW®** Program. The Institution agrees that no other program, activity or student internships will interfere, substitute for or reduce student contact time in connection with the **PLTW®** Program. In the event that the Institution does not implement the **PLTW®** Program course(s) for the fall semester of the academic year immediately following the date of this agreement, then the Institution must notify the PLTW, INC. Coordinator of School Relations within ten (10) days of the commencement of the academic year to determine a new

implementation schedule which is agreeable to PLTW, INC. In the event that a new implementation schedule cannot be agreed upon by PLTW, INC. and the Institution, then this agreement shall be immediately terminated.

7. PLTW® Faculty and Counselor Development.

A. Training. The faculty development for the **PLTW®** Program shall consist of three phases: (i) Phase I: Assessment and Readiness Training, (ii) Phase II: Core Training, and (iii) Phase III: Ongoing Training. The purpose of the faculty development will be to learn the advanced technology and pedagogical skills needed to teach the **PLTW®** Program curriculum. The extent of such training, determined from time to time by PLTW, INC., is further described in paragraph E in this Section.

B. Selection of Teachers. The Institution will identify professors from Institution for participation in the **PLTW®** faculty development. The professor being recommended for training must be identified by the date required under the guidelines published by PLTW, INC. governing the implementation of the **PLTW®** Program. PLTW, INC. reserves the right to accept or reject any training candidate. Teachers instructing a **PLTW®** course must have as a minimum a Bachelor's Degree.

C. Required Training. All identified faculty must have satisfactorily completed Phase I: Assessment and Readiness Training and Phase II: Core Training before commencing **PLTW®** instruction and must regularly participate in Phase III: Ongoing Training in order to continue **PLTW®** instruction. All Phase II: Core Training provided to faculty participating in the **PLTW®** faculty development program must be directly tailored to the **PLTW®** Program course assignment for the upcoming school year. If a professor does not satisfactorily complete Phase II: Core Training, then the professor may proceed with instruction in the **PLTW®** Program for the school year following such Phase II: Core Training, under the mentorship of a **PLTW®** Teacher, who will be designated by PLTW, INC., and in accordance with improvement guidelines established by PLTW, INC. in collaboration with the Institution, and must again complete Phase II: Core Training (in accordance with guidelines established by PLTW, INC. in collaboration with the Institution) the next time it is offered. No other training shall serve as a substitute for Phase II: Core Training or Phase III: Ongoing Training authorized and overseen by PLTW, INC.

D. Equipment Purchases. The Institution shall purchase a laptop computer and software (each meeting the specifications established by PLTW, INC.) for each professor accepted into the faculty development, to be delivered to the professor by the date required under the guidelines published by PLTW, INC. governing the implementation of the **PLTW®** Program. The laptop computer and software shall be used in all three phases of faculty development. The Institution agrees that the laptop computer and software shall remain in the possession of and be for the sole use of the professor as long as the professor is teaching **PLTW®** Program courses.

E. Training Phases.

- (i) Phase I: Teacher Assessment and Readiness Training. PLTW, INC. will offer an assessment for the professors accepted for training. The professor must complete and submit the assessment to PLTW, INC. by May 1. The Institution shall be required to cover the cost of any readiness training identified through such assessment. This training, if needed, will occur prior to Phase II: Core Training.
- (ii) Phase II: Core Training. Core Training shall be available during a summer institute at an affiliated training center within the state in which Institution is located (“National Affiliate Training Center”), or, if there is no National Affiliate Training Center within the State in which Institution is located, then at a National Affiliate Training Center in another state. The Institution agrees to pay all fees and expenses as specified by the National Affiliate Training Center, as well as transportation costs for each of its professors attending training, as well as any applicable stipends or the like.
- (iii) Phase III: Ongoing Training. PLTW, INC. shall provide ongoing training of teachers who have completed Phase II: Core Training. Phase III: Ongoing Training shall be conducted via distance learning through the Virtual Academy on PLTW, INC.’s website. PLTW, INC. shall provide such training without charge. The Institution shall pay the cost of any expenses and stipends in connection with Phase III: Ongoing Training. The Institution, in its discretion, may supplement Phase III: Ongoing Training by sending professors for Phase II: Core Training in order to refresh and improve their skills, but must pay all fees and expenses as provided in subparagraph (ii) above.

F. Advisor/Counselor Training. The **PLTW®** National Affiliate Training Centers provide advisor and counselor training annually, in the form of a “Counselor Conference”. The Institution agrees to permit the attendance and participation of appropriate advisors/counselors and shall pay any fees and expenses in conjunction with this conference. Although it is suggested to have all advisors/counselors attend the conference at least once, the Institution agrees to send a minimum of one advisor/counselor per annual conference.

8. Partnership Team.

By the end of the second year, the Institution will establish and operate a Partnership Team consisting of science, engineering and technology community advisors and Institution professors teaching the **PLTW®** Program, in accordance with such guidelines as may be established by PLTW, INC. from time to time. Community advisors will be selected by the Institution. The objective of the Partnership Team is to provide optimal support for professors and students and to facilitate the operation of the entire **PLTW®** Program in the Institution.

9. Equipment and Software.

A. Guidelines. To assure that the Institution’s facilities properly support the **PLTW®** Program standards, the Institution agrees to adhere to the following guidelines with respect to the purchase and use of equipment:

- (i) Except as provided for specifically in the Agreement, it shall only purchase or lease equipment and software for the **PLTW®** Program from an approved list provided by PLTW, INC. and/or as provided by special purchase or lease agreements negotiated by PLTW, INC. and may take advantages of other cost savings practices intended to obtain quality equipment and supplies to support the **PLTW®** Program. Notwithstanding the preceding sentence, the Institution may provide **PLTW®** Program instruction using equipment purchased from vendors not specifically approved by PLTW, INC., provided: (i) such equipment has specifications that meet or exceed **PLTW®** specifications, (ii) such equipment adequately supports the **PLTW®** Program curriculum and (iii) the Institution obtains the prior written consent from PLTW, INC., which consent shall not be unreasonably withheld.
- (ii) The use of the equipment and software by students participating in the **PLTW®** Program shall take precedence over all other use.
- (iii) The Institution hereby covenants and agrees that any facility used to teach the **PLTW®** Program shall be adequately equipped to operate the equipment and that such facility and any equipment used thereon shall at all times comply with applicable standards of safety and reasonable use.

10. Assessment of Results.

- A. Monitoring Results by Institution. The Institution agrees to take reasonable measures to follow the progress of each of its students throughout the student's participation in the **PLTW®** Program and also to conduct annual graduate follow-up surveys as organized through the **PLTW®** systematic evaluation process. Students will be required to register in the online registration system made available by PLTW, INC. or its representative. The Institution agrees to permit sharing of the results of this work with PLTW, INC. and with other schools in a manner consistent with proper professional practices and student confidentiality.
- B. Examinations. The Institution agrees to administer an examination provided by PLTW, INC. to its students at the end of each **PLTW®** Program course (excluding the *Engineering Design and DevelopmentTM* course). Examinations may be in written or electronic format, as determined by PLTW, INC. in its sole discretion. The Institution shall submit a summary of the students' test results to PLTW, INC. for its review. PLTW, INC. agrees that test scores shall be kept strictly confidential and shall only be used for purposes of monitoring the effectiveness of the **PLTW®** Program.
- C. Program Certification. The Institution agrees to complete the **Project Lead The Way®** certification process no later than the second year of its participation in the **PLTW®** Program, and must meet all certification requirements to maintain its standing in the **PLTW®** Program. This includes, but is not limited to, completion of a thorough self-assessment, which must be submitted for consideration sufficiently in advance of the required site visit. The Institution agrees to pay all reasonable fees and expenses related to the certification.

11. Standards, Practices and Benefits.

- A. Access. The Institution shall have access to all **PLTW®** Program curriculum and annual updates. In addition, the Institution shall receive access to the **PLTW®** electronic communication network, faculty development and seminars, special purchase/lease arrangements for hardware and software, college credit agreements and recognition of excellence for students, faculty, and school.
- B. Quality Standards. The Institution agrees to teach the students in the **PLTW®** Program using the **PLTW®** Program curriculum as prepared by PLTW, INC. without modifications, and to maintain the quality standards specified in the **PLTW®** Program curriculum and **PLTW®** Program practices at a level acceptable to PLTW, INC. Institutions may exceed these minimum instructional requirements in order to enhance the **PLTW®** Program.

12. PLTW® Program Identification.

The Institution acknowledges that “**Project Lead The Way®**” and “**PLTW®**” are registered trademarks of PLTW, INC. and shall use such markings and identifying names and references on all **PLTW®** Program materials, course offerings and communications with faculty, students, officials and community constituents. PLTW, INC. will supply the Institution with appropriate instructions and labels, markings and all other identifying material to facilitate the proper promotion of the **PLTW®** Program. All press releases and other public pronouncements involving the **PLTW®** Program shall be subject to the advance approval of PLTW, INC. through the **PLTW®** State Leader. The Institution agrees to reasonably promote and publicize the **PLTW®** Program, and to retain its distinct character.

13. License to Use Curriculum Materials.

- A. Scope. PLTW, INC. grants to the Institution a non-exclusive license to reproduce and use curriculum materials developed and/or used in connection with the **PLTW®** Program, which may exist in printed and/or electronic form. The Institution acknowledges that PLTW, INC. retains all rights and title to such materials. Any reproduction and use of these materials shall be strictly limited to the use by the Institution for instruction to students of the Institution and faculty training. Any other use of such materials, including but not limited to commercial use shall be strictly prohibited.
- B. Termination. The license granted hereunder shall cease upon the earliest to occur if: (i) the termination of this Agreement; or (ii) PLTW, INC. providing sixty (60) days written notice to the Institution of its election to revoke the license. Upon termination of the license, all curriculum materials, including any reproduction thereof, shall be immediately returned to PLTW, INC., but in no event later than fifteen (15) days after the effective date of termination.

14. Representations and Warranties of the Institution.

The Institution hereby makes the following representations and warranties:

- A. This agreement has been duly approved by the Institution.
- B. The person executing this Agreement on behalf of the Institution has been duly authorized to so act by such Institution.
- C. This Agreement is a legally binding agreement whose rights and obligations run only between the Institution and PLTW, INC. and the Institution's execution of this agreement does not create rights in any other party.
- D. The terms of this Agreement do not violate or conflict with the Institution's charter or any other of its rules of governance, the laws of the Institution's state or any subdivision thereof, or any other agreement to which the Institution is a party.

15. Default.

- A. Cure Period. Upon a material breach of this Agreement by either party which is not cured within fifteen (15) days after written notice is mailed to the defaulting party, this Agreement shall terminate effective upon the completion of the then-current school year courses.
- B. Failure to Implement PLTW® Program. If the Institution fails to implement the PLTW® Program for the academic year immediately following the date of this Agreement, then this Agreement shall immediately terminate.
- C. Other Remedies. In addition to the right to terminate the Agreement upon a breach thereof, PLTW, INC. shall also have the right to exercise all of its remedies, both legal and equitable, as a result of the breach.

16. Term: Annual Renewal of Agreement.

The initial term of this Agreement shall begin as of the date of signing and shall end on June 30, 2011 and shall be automatically renewed for additional Contract Years (July 1 – June 30) unless a party terminates the Agreement by notice to the other party in writing no later than April 30 preceding the commencement of the next Contract Year.

17. Protection of Intellectual Property.

The Institution agrees to adhere to any and all restrictions in connection with equipment, and software purchase/lease/license, agreements between PLTW, INC. and technology software producers and to take proactive measures to protect intellectual property, as shall be requested by PLTW, INC. Upon a termination of this Agreement, the Institution shall return all software provided to them pursuant to this Agreement through special PLTW, INC. agreements. The Institution shall cease using the PLTW® logos, names and other marks or identifying

materials, and shall make no representations linking any of its own educational programs to the **PLTW®** Program without the prior written consent of PLTW, INC.

18. Assignment.

The Institution is prohibited from assigning to or in any other way enabling any of its rights under this Agreement to inure to any third party. This prohibition on assignment shall be a material term of this Agreement and any violation of this Section shall be material breach of this Agreement, which shall allow PLTW, INC. to terminate this Agreement.

19. Indemnification.

To the extent permitted by law, the Institution hereby agrees to indemnify, defend and hold harmless PLTW, INC. from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that PLTW, INC. may incur as a result of any negligent or willful act of the Institution or any of its agents or employees or the failure by such Institution to perform any of its representations, warranties, commitments, or covenants under this Agreement.

20. Notices.

Any notice or other communication required or permitted under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by Federal Express, as follows:

If to the Institution:

«Name»
«Address»

If to PLTW, INC.:

Project Lead The Way, Inc.
747 Pierce Road
Clifton Park, NY 12065
Attn: Kim Zimbal, Coordinator of School Relations

21. Benefit.

This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

22. Entire Agreement.

This Agreement, including any instruments of agreements attached hereto as exhibits or incorporated herein by reference, contains the entire understanding of the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

23. Confidentiality.

The parties to this Agreement understand and agree that the contents of this final Agreement, and the discussions and negotiations between the parties resulting in this final Agreement, shall be maintained as confidential and shall not be disclosed to any third party except to the extent required by applicable law.

IN WITNESS WHEREOF, the parties have each executed this Agreement on the dates indicated below.

«Institution Name»

Date: _____

By: _____

Name: _____

Title: _____

Project Lead The Way, Inc.

Date: _____

By: _____

Name: John Lock

Title: Chief Executive Officer

Sample