



# Instructors' Network User Agreement

*Please sign your initials in the boxes provided to verify that you have read and understood each section*

This Agreement is entered into between Sign2Me/Northlight Communications, Inc. ("Sign2Me") and the undersigned person or entity ("Instructor") as of the date that this Agreement is accepted and countersigned by Sign2Me.

## 1. Benefits

Subject to the License and other terms stated below, Instructor shall receive the following benefits:

### a. Personalized Resources

Services and support to help Instructors' in their efforts to offer high-quality learning opportunities to parents, children, and organizations., Depending upon the Instructor's membership-level choices, those resources may include some of all of the following:

#### i. Training and Mentorship

Access to Sign2Me® staff, offering expertise in Professional Development, Business Management, Conflict Resolution, Deaf Culture and ASL Knowledge, Early Childhood Education, Public Speaking, Technological Assistance, and more.

#### ii. Instructors' Network Online Public Web Page Profile

Individualized, fully customizable listing of the Instructor's profile and contact information appearing on sign2me.com, providing instant access to that Instructor's profile for people interested in finding professional services within the Instructor's geographical community. Depending upon membership level, Instructors may be able to update their own Profiles 24/7/365, with technical support provided as needed by the Sign2Me® staff.

#### iii. Instructors' Network Online Community

Access to Sign2Me's community of Instructors through our online Discussion Forum, informative Live Chats, online training, and other valuable information, tools and resources.

#### iv. Media and Public Relations

Access to localized contacts, press releases, and complete Press Kits, customized for print, television, radio, and online venues. Professional-quality images and video B-Rolls are available for the media at no cost to Instructors.

### b. Business-Development Resources

Sign2Me will provide valuable incentives and benefits to help build and manage Instructors' businesses, including:

#### i. Instructors' Membership Kit (\$339.00 – one time purchase)

Instructors' Manual, 12-minute introductory video featuring Joseph Garcia, Resource CD, handouts, forms, and promotional items.

#### ii. Marketing Collateral

Brochures & informative handouts, Promotional CD's, Product Catalogs, Bumper Stickers, and additional Sign2Me®-branded items are available at a nominal charge.

#### iii. Discounted Sign2Me® Products



Discounts of up to 45%, according to the terms and conditions established in Sign2Me's current Product Discount Schedule for Instructors, will be available to Instructors in good standing.

#### iv. Reseller, Exhibitor, and Field-Testing Opportunities

Opportunities will be available to resell Sign2Me® products, represent Sign2Me® at regional conferences and trade shows, and evaluate new Sign2Me® materials and products prior to public release. Sign2Me reserves the right to limit the quantity of resources made available to each Instructor.

## 2. Instructor's License

Sign2Me hereby grants to Instructor:

- a. The non-exclusive limited right to use the promotional, publicity and instructional materials supplied by Sign2Me (This does NOT include products intended for sale to the general retail public.), so that Instructor may offer more effective instruction, produce appropriate promotional print media and/or public relations collateral as related to Instructors' independent efforts to promote Sign2Me® and signing with babies, children, and adults. Nothing contained in this paragraph shall be construed as authorization to copy or duplicate copyrighted content of any kind.
- b. The non-exclusive limited right to print and copy handouts and forms provided on the Instructors' Starter Kit CD for use ONLY in Instructors' classes, presentations, and workshops and ONLY in the format in which they are provided to the Instructor on said CD, and ONLY during such time as this Agreement is in full force and effect. At no time is any content from said CD to be transferred in any form whatsoever to any other entity or company without the prior written permission of Sign2Me's President. All formats of said handouts and forms must always clearly display the Sign2Me copyright notice and the statement "Used with permission of Sign2Me Early Learning." The handouts and forms on said CD and Instructors' Network Document Server are the only Sign2Me materials that Instructor is permitted to print or photocopy for use in Instructors' programs.
- c. The non-exclusive limited right to exhibit, screen, or otherwise publicly display up to ten minutes of the SIGN with your BABY® 60-minute Training Video to Instructors' program participants.
- d. The limited non-exclusive right to use those trademarks identified in Exhibit \_B\_ ("Licensed Trademarks") and the right to identify Instructor as a "Certified Level X, Sign2Me® Instructor" wherein the X is replaced with the Instructor's actual level of Sign2Me certification. This license is restricted to the promotion of Instructors' classes and is permitted only to the extent that those classes are affiliated with Sign2Me's programs and products. This license does not permit the use of Sign2Me's trademarks to promote any products or programs other than those of Sign2Me. No other right, title, or license in Sign2Me's trademarks is granted hereunder. Instructor may not reproduce, modify, or distribute any trademarks of Sign2Me or allow others to do so, except within the scope of this license. Instructor shall not alter or modify any Sign2Me trademarks in any way. Instructor may not integrate any Sign2Me trademarks into any of its own trademarks, logos, or designs. Instructor may not use any marks or logos that are confusingly similar to any Sign2Me trademarks. Instructor shall attribute ownership of all Licensed Trademarks to Sign2Me by using the following trademark attribution in all graphics or text materials in which they are used: "[referenced trademark(s)] is/are trademark(s) of Sign2Me Early Learning.
- e. Instructor may not sell or modify Sign2Me's promotional, publicity or instructional materials, copy, reproduce, publicly display, publicly perform, distribute, or create derivative works or otherwise use said materials except as



explicitly permitted in this Agreement and Instructor may not assist a third person or entity in participating in such prohibited actions. Under no circumstances shall Instructor use any of said materials to create derivative products or products owned and/or sold by the Instructor or any entity other than Sign2Me. Nothing herein shall be deemed to convey to Instructor any ownership right, title or interest in Sign2Me's Intellectual Property rights in said materials, which rights Sign2Me retains. For purposes of this Agreement, Intellectual Property Rights shall include copyrights, trademarks and service marks (whether registered or unregistered), trade secrets, confidential information and patents. Instructor agrees not to remove, modify or obscure copyright or trademark notices from said materials and agrees to reproduce copyright notices on any and all copies of same. Instructor shall not sell any of the promotional, publicity or instructional materials supplied to Instructor by Sign2Me. Instructor may resell products purchased from Sign2Me specifically for resale.

f. Instructor may not advertise any other signing program on their Sign2Me web sites, nor post any competing programs or products on the Sign2Me Instructors Forum.

### 3. Other Terms

In consideration for these rights, Instructor agrees to and will adhere to the following terms:

a. Instructor shall not pose as, nor claim to represent Sign2Me as an employee in any manner whatsoever.

b. Instructor will not represent that he/she/it has skills, credentials, qualifications or educational degrees unless he/she/it is able to verify such information via official written documents.

c. Instructor will not be employed by or officially represent any company that competes with Sign2Me during such time as this Agreement remains in effect.

d. Instructor will not provide any competitive organization or company with any information that relates to Sign2Me or Sign2Me's business activities and that is not already known to be general public knowledge.

e. Instructor will not use any images or content belonging to Sign2Me either in print, electronic or other form, not specifically permitted by this Agreement, without first obtaining written permission from Sign2Me's President.

f. Prior to and during the time in which Sign2Me lists Instructor's web site link on the sign2me.com web site, if the Instructor maintains a web presence, then Instructor will include and maintain a link to sign2me.com on Instructors' web site in a logical, easily accessible and highly visible location.

g. Instructor will uphold a high standard of professionalism when utilizing Sign2Me's promotional and presentation materials and will conduct herself/himself/itself in a professional manner at all times, especially at all public appearances and situations as stated in Exhibit A of this agreement.

h. Instructor will not photocopy or reproduce in any manner, any of Sign2Me's products, including, but not limited to, the Instructors' Membership Kit, the SIGN with your BABY® book, 60 minute Training Video, 12 minute Introductory Video, Quick Reference Guide, or any other Sign2Me published products in the future, The Reminder Series Posters/Placemats, Flash Cards, or the Pick Me Up!™ Music CD and Activity Guide, for any reason whatsoever, without prior written permission from Sign2Me's President, except to the extent explicitly authorized herein.



- i. Either party may terminate this Agreement at any time, at which time the license rights granted herein shall terminate. Instructor will discontinue the use of any materials provided by Sign2Me immediately upon termination of this Agreement and shall return said materials to Sign2Me, shipped via common carrier, pre-paid and insured. In the event that this Agreement is terminated by Sign2Me without cause, Instructor shall be allowed to return Purchased Instructors' Membership Kits to Sign2Me for a partial refund, but only if said Kit is returned complete, unused, and in undamaged, resalable condition, and only if Instructor agrees to bear the cost of returning any such items.
- j. Instructor will actively share with its program participants, information about Sign2Me and Sign2Me's products and programs and will provide a clear and convenient means for participants to purchase such products, whether through Instructor or through Sign2Me or Sign2Me's various marketing channels.
- k. Instructor will in no way disparage Sign2Me, any of its owners, employees, clients, contractors or vendors, Joseph Garcia, or SIGN with your BABY®.
- l. Instructor understands and will adhere to the "Instructors' Prerequisites and Professional Standards" as listed in Exhibit A of this Agreement.
- m. Instructor will not falsely represent Instructor's credentials and/or educational degrees.
- n. Instructor will not engage in the creation of any materials for distribution and/or sale based upon the Sign with your Baby® program, or any Sign2Me® Instructors' Network materials without prior written permission from Sign2Me's President.
- o. Instructor will maintain and shall update Instructor's individual Instructor Profile and web page listing on the sign2me.com web site in a timely fashion.
- p. The right to have Instructor's program information, along with Instructor's contact information posted on the sign2me.com web site is limited in that Sign2Me retains complete creative control and ownership of all content on the sign2me.com web site and all such content is subject to Sign2Me's editorial judgment and may be edited, modified, removed or excluded for any reason whatsoever or for no reason.

#### 4. Non-assignability

Neither party shall assign this Agreement nor its rights hereunder without the prior written consent of the other except in the case of the merger or sale of the business units affected by this Agreement.

#### 5. Governing Law: Jurisdiction and Venue

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Washington. The Washington State courts of King County shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and the parties hereby consent to the jurisdiction of such courts.

#### 6. Severability

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.



## 7. No Consequential Damages

Except with regard to a claim of infringement of Intellectual Property Rights, neither party nor any of its employees, agents, successors, assigns, affiliates or service providers shall be liable to the other party or any third party for any indirect, incidental, special or consequential damages arising out of this Agreement or the relations between the parties.

## 8. Equitable Relief

The parties agree that infringement of Intellectual Property Rights would cause irreparable injury to the other for which the other will have not an adequate remedy at law, and that the non-breaching party shall therefore be entitled to apply to a court for extraordinary relief, including but not limited to temporary restraining orders, preliminary injunctions, permanent injunctions, or decrees of specific performance, without necessity of posting bond or security. Nothing contained in this Section shall prohibit the non-breaching party from pursuing any other legal or equitable remedy available to it.

## 9. Miscellaneous

This Agreement and its exhibits contain the entire understanding and agreement between the parties respecting the subject matter hereof. This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party's duly authorized representative. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

## 10. Knowledge Requirements for an Instructor. Instructor Agrees to:

- Understand the principles and policies defined in the Sign2Me Instructors' Network User Agreement.
- Understand the Sign2Me program, including concepts and signs needed to teach others the basic elements of the program prior to teaching courses and/or workshops.
- Be familiar with the SIGN with your BABY® Complete Learning Kit, including having completely read the book and watched the training video in its entirety prior to teaching courses and/or workshops.
- Be able to model (demonstrate) and recognize all ASL vocabulary used in the Sign2Me program.
- Have completed, at a minimum, a beginning American Sign Language class or be a native user of ASL/BSL. (Meeting this criterion alone will not immediately qualify an individual to become an Instructor.)
- Be aware of the cultural aspects of Sign Language and Deaf Culture.
- Be aware of principles of adult learning and early learning in order to conduct quality workshops/classes.
- Be aware of basic child development milestones birth to eight years of age.

## 11. Technical and Financial Prerequisites. Instructors Agrees to:

- Purchase the Instructor's Start-up Kit (\$339.00 US Dollars) plus shipping and handling
- Own or have consistent access to a computer (PC or Macintosh) with the following:
  - a) Internet access with an e-mail account that allows attachments (this is absolutely essential)



- b) Microsoft Word and Microsoft Excel (for either PC or MAC)
- c) Alternatively, a word processor like Microsoft Word and a spreadsheet application like Microsoft Excel. We suggest "Open Office" (a free office suite) or Google Documents.
- d) Adobe Acrobat Reader (the latest version) or a PDF reader like Adobe Acrobat
- e) Up-to-date Internet browser such as Internet Explorer 9, Firefox 4, or Google Chrome
- f) CD-ROM/DVD drive
- g) Access to a color printer
- Maintaining computer skills at the following level
  - a) Be able to create documents using Microsoft Word templates
  - b) Understand how to download documents from the Internet and e-mail attachments
  - c) Be able to open and view PDF files
- Possess a valid credit card or debit card.
- If requesting a 30 day Net pay billing option for purchasing materials, a credit application is required.

## 12. Competency Requirements. Instructor Shall Always:

- Communicate clearly, effectively and comfortably with groups of parents, childcare providers, medical professionals, educators and all professionals within the field of communication.
- Maintain a professional relationship with the Northlight/Sign2Me team.
- Possess knowledge of how to utilize appropriate ASL resources, including on-line community and educational resources.

## 13. Additional Commitment. Instructor Shall:

- Possess a strong desire to improve the well-being of children, parents, caregivers, healthcare professionals, and educators.
- Agree to abide by the terms defined in the Sign2Me policies and procedures set forth in the Instructors' Network User Agreement.
- Complete their web page listing template within 30 days of receiving their Instructor's Membership Kit.
- Create a learning environment that embraces people of varying abilities and backgrounds.
- Make a reasonable effort to continue their ASL training in the form of classes or specialized workshops.
- Master all 145 signs presented in the SIGN with your BABY® book and video, the 96 signs in the Sign2Me Reminder Series Posters/Placemats, and suggested sign vocabulary for the Li'L Pick Me Up! Music CD and Activity Guide within no more than six months of joining the Instructors' Network.



## 14. Professional Standards

It is expected that members of the Instructors' Network will adhere to the highest standards of professionalism and conduct in conducting any aspect of their independent business. The following guiding principles serve as a reminder of your responsibilities as an Instructor.

1. Instructors are committed to teaching others about the Sign2Me concepts that enrich the lives of children, parents, and caregivers.
2. Instructors thoroughly know the subject/content matter and are able to effectively present the information to adult learners.
3. Instructors are responsible for creating a comfortable and effective learning environment that meets the needs of diverse learner groups.
4. Instructors are well prepared and are able to utilize effective communication to facilitate learning.
5. Instructors are learners themselves, always seeking to learn new and innovative ways to teach while staying abreast of the most current research related to the Sign2Me program and concepts.
6. Instructors respond in a timely manner to any requests from the Sign2Me Instructors' Network and/or members of the Sign2Me staff.
7. Instructors keep their Sign2Me contact information updated on their Sign2Me personal profile and web pages.

## Contact

**You must return a physical copy of this agreement to Sign2Me/Northlight Communications.**

Sign2Me/Northlight Communications, Inc.  
12125 Harbour Reach Drive, Ste D. Mukilteo, WA 98275

customerservice@sign2me.com | sign2me.com | 425.493.1903 (Voice/TTY/Fax)

I have read and understand the terms herein and will adhere to the attached Professional Standards.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Sign2Me Instructors' Network Representative

\_\_\_\_\_  
Date