Materials Agreement for Leadership Team Members and Principals

The undersigned acknowledges that Criterion Education, LLC ("Criterion") established its NISL Executive Development Program (the "NISL Program") in order to provide states, school districts and schools, and associations with a world-class executive development program for school principals for elementary, middle and high schools and that the undersigned is participating in the NISL Program either as a member of a Leadership Team of the client identified below the signature line hereto (the "Client") or as a principal, other school leader, or administrator ("Principal") within the Client.

The undersigned further acknowledges and agrees for the benefit of the Client and NISL as follows:

1. In connection with the undersigned's participation in the NISL Program on behalf of the Client, Criterion is providing the undersigned with certain printed or electronic materials (the "NISL Materials") and access to the a web site maintained by Criterion in connection with the NISL Program (the "NISL Web Site").

2. The NISL Materials, which include, without limitation, the content of the NISL Web Site, are the copyrighted property of Criterion and/or its licensors and may not be copied or otherwise reproduced without the express written permission of Criterion other than as follows: (i) the content of the NISL Web Site may be copied into the RAM of the computer in use by the undersigned as necessary to permit viewing on such site; (ii) if materials available on the web site are formatted as to be downloaded in electronic form, the undersigned may download such material to a computer under his or her sole control; or (iii) if materials on the web site are formatted so as to be printable, the undersigned may print copies of such materials only for his or her personal use in connection with his or her participation in the NISL Program. In no case may any NISL Materials be distributed to any third party.

3. In no event shall the undersigned remove any copyright notices from the materials.

4. The NISL Materials are being provided to the undersigned solely in connection with his or her participation in the NISL Program as a designee of the Client and thereafter, if the undersigned is (a) a member of the Leadership Team and, upon certification, will provide professional training in the NISL Program for Principals as requested by the Client,or (b) as may otherwise be expressly agreed by NISL. In the event that NISL labels certain documents presented or developed in the course of training as "Tools and Take-Aways", the NISL Participants may use and distribute such specific documents within their schools or within their organizations in connection with implementing the lessons of the NISL Program.

5. The undersigned will in no event use the NISL Materials for any purpose other than as permitted under paragraph 4 above.

6. The undersigned will in no event give any third party access to any of the NISL Materials.

7. The undersigned understands and agrees that the NISL Web Site may be used only for lawful purposes. The undersigned will not use the NISL Web Site in order to transmit, distribute or store material (a) in violation of any applicable law, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, or (c) that is obscene, threatening, abusive or hateful.

8. The undersigned agrees that in no event will it violate or attempt to violate the security of the NISL Web Site, including, without limitation, (a) accessing data not intended for the undersigned or logging into a server or account which the undersigned is not authorized to access, (b) attempting to probe, scan or test the

vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, 'flooding', 'mailbombing' or 'crashing', (d) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, or (e) taking any action in order to obtain services to which the undersigned is not entitled.

9. Upon any violation of this agreement (or upon any termination of the agreement between Criterion and the Client), Criterion may terminate the participation of the undersigned in the NISL Program, including the undersigned's authority to provide NISL Program training, in the case the undersigned is a member of a Leadership Team, and require that the undersigned promptly upon request from Criterion (i) return all hard copies of the NISL Materials in his or her possession to Criterion, (ii) destroy all NISL Materials held in electronic form only, and (iii) certify as to the return and destruction of such materials to Criterion.

10. The undersigned recognizes and acknowledges that Criterion is not responsible for any participant content posted to the NISL Web Site by third parties other than NISL ("Third-Party Content") and that he or she may be exposed to Third-Party Content that is objectionable to the undersigned. In no event is Criterion responsible for such Third-Party Content. Notwithstanding the foregoing, the undersigned recognizes and acknowledges that Criterion shall have the right, acting in its sole discretion, to edit, delete, store or remove any content posted by the undersigned, or disclose such content to the extent required by law.

11. The undersigned represents and warrants that he or she is over least 18 years of age.

12. Criterion is providing the NISL Materials and access to the NISL Web Site to the undersigned in reliance upon the representations, acknowledgements and agreements of the undersigned contained herein.

IN WITNESS WHEREOF, the undersigned has executed this document as of the date indicated across from the signature line below.

By: _____
(Signature)

Print Name: _____

Date: _____

Client Representative: _____