



Andy Roddick Foundation - Learn All the Time (LATT) Initiative

Network Agreement

Learn All the Time (“LATT”) is an initiative of the Andy S. Roddick Foundation, Inc. (“ARF”). The initiative provides membership and access to ARF provided network of collaborating entities delivering out-of-school time (“OST”) or related services to youth and their families (the “LATT Network”). The LATT Network serves as the Central Texas intermediary organization with a clear focus and plan to increase the quality, outcomes, and the capacity of OST programs.

The goal of the LATT Network is to ensure member organizations have access to resources and tools to enable them to provide high-quality programs and experiences where young people can learn, thrive, and succeed.

This Network Agreement (this “Agreement”) is a legal agreement between ARF and the organization on whose behalf an individual has completed a LATT Network online enrollment form. The individual accepting this Agreement on the organization’s behalf represents that they have the authority to bind such organization to this Agreement. The terms “You” and “Your” means the organization on whose behalf the accompanying online enrollment form has been completed.

You and ARF hereby agree as follows:

I. Network Benefits and Obligations

- A. Membership in the LATT Network will grant you access to the following benefits, as and to the extent made available by ARF:
- Monthly professional development workshops hosted by the LATT Network;
 - Priority access to special training and events (note: some activities may require separate application);
 - Member-only meetings, events, and opportunities;
 - Evaluation and outcome measurement technical assistance;
 - Quality observations by trained assessor with a suite of validated tools from which to select (observations include a pre-observation consultation and feedback and resources); and
 - Recognition at LATT Network special events, in LATT Network advocacy work, and LATT Network monthly newsletter.
- B. As a condition of enrollment, you agree to:

- Pay the annual fee set forth below;
- Commit to quality and engage in continuous quality innovation and improvement activities such as professional development and quality observations;
- Regularly engage with the LATT Network via meetings and committees/workgroups;
- Respond to surveys and data requests to provide information for advocacy efforts, shared outcome measurement, and improvement of LATT Network programming; and
- Comply with any policies and procedures as may be required of LATT members.

II. Annual Fees

- A. You agree to pay ARF the corresponding annual fee set forth in the table below (based upon your annual organizational budget) in full upon entrance into this Agreement and prior to receiving benefits of membership.

Annual Organizational Budget	Annual Fee
> \$ 2 M	\$ 1,200
\$ 501 K – \$ 1.99 K	\$ 600
\$ 101 K - \$ 500 K	\$ 250
< \$ 100K	\$ 50

Note: ARF is aware of the challenges that the COVID-19 pandemic and related factors have had on many member finances. If you would like to discuss a modified timeline for paying the fee, please contact ARF prior to executing this Agreement. Any modified timeline for payment must be agreed in writing between you and ARF—otherwise the payment terms in this Agreement will apply.

- B. Payment should be made in one of the following formats:
- Online:** Pay via the ARF website (www.arfoundation.org)
 - Check:** Pay by company or certified funds in person or by mail to Andy Roddick Foundation at 8509 FM 969 Building 509, Austin, Texas 78724. The check should be made payable to “Andy Roddick Foundation”.
- C. In the event that this Agreement automatically renews for additional one year Renewal Terms (as further described below), you agree to pay the corresponding fee set forth in the table above for each annual renewal based on your annual organizational budget on the renewal date. You shall make the renewal payment pursuant to the payment directions in Section II(B) above on or prior to the commencement of the respective Renewal Term.

- D. You shall bear all of your own costs and expenses related to membership in the LATT Network, including, but not limited to, compensation payable to your employees and consultants that participate in LATT Network activities and all travel and other expenses associated with your participation in meetings, conferences, and development projects.

III. Ownership of Materials; License to Use

- A. The LATT Network includes training, program materials, content, and other proprietary intellectual property created and/or owned by ARF, including, without limitation, written materials; research and related data and analysis; training techniques; and presentations (collectively, the “Proprietary Materials”). You acknowledge and agree that the Proprietary Materials are the sole and exclusive property of ARF and may not be used or disclosed by you other than in accordance with the limited license set forth in Section III(B) below.
- B. You are hereby granted a nonexclusive, non-assignable and non-transferable limited license to access and use the Proprietary Materials for your internal use only. The license is limited to the term of your membership in the LATT Network and you shall cease all use of the Proprietary Materials upon termination of your membership or this Agreement. When using Proprietary Materials, you agree to (i) honor any LATT or ARF copyright and other intellectual property rights associated with the Proprietary Materials, (ii) display and not remove or conceal any LATT and/or ARF copyright notices or statements on the material, and (iii) cite LATT as the source of information and material in any permitted use of the Proprietary Materials.
- C. You hereby grant ARF the royalty free right to use all data and information provided by you or on your behalf for the purpose of LATT activities, including, but not limited to, inclusion in LATT Network research, studies, data analyses, reporting, presentations, and training materials and the publication and license of the foregoing.
- D. ARF and LATT reserve the exclusive right to publish and license, along with the right to reproduce, distribute, perform, and/or display, any derivative works arising from the Proprietary Materials to which you contribute, including, but not limited to, any presentations, workshops, or other type of training.

IV. Publicity; Use of LATT Name and Logo

- A. You hereby grant ARF the royalty free right to reference you as a member of the LATT Network on ARF and LATT Network websites and in press releases, presentations, reports, and other materials and statements and to use your trademarks in such activity.
- B. ARF grants you a nonexclusive, non-assignable and non-transferable limited license to use the LATT name and logo on your website and in online and printed materials for the limited purpose of conveying notice of your membership in the LATT Network. You may not otherwise use, copy, reproduce, or altered the LATT name and logo in any manner. Nothing in this Agreement, or in the permitted use of the LATT name and logo, will give you any right whatsoever in the LATT name and logo, or in any similar marks, beyond the rights granted in this Agreement. The name and/or logo are the property of ARF and may only be used by you during the term of your membership in the LATT Network. Upon any termination, expiration, cancellation or suspension of your membership or the term of this Agreement, you shall discontinue all use of the LATT name and/or logo.

- C. The LATT name and logo may not be used in any way as to represent approval by ARF or LATT of the content of any of your content, information, or media with prior written permission of ARF, which it may grant in its sole discretion and revoke at any time on written notice. In addition, the LATT name and logo may not be used in any way as to represent an endorsement or certification by ARF or LATT of any product or service you offer. Nothing in this Agreement or in your use of the name and/or logo shall confer any endorsement or approval of your organization, products or services.

V. Term; Termination

- A. The term of this Agreement shall commence on the date of your completion of the LATT online form in which this Agreement is presented and continue for twelve (12) months. Thereafter, this Agreement and your membership in the LATT Network shall automatically renew for additional, successive one year terms (each, a “Renewal Term”) unless either you or ARF provides the other with written notice of non-renewal at least thirty (30) days prior to the renewal date.
- B. Notwithstanding the foregoing, ARF may terminate this Agreement and/or the LATT Network at any time without cause or reason. Upon such termination, ARF shall refund you a pro-rata amount of any annual fees paid in advance by you for periods arising after the termination date.
- C. You may withdraw your membership and terminate this Agreement at anytime and for any reason upon written notice to ARF. In the event of such a withdrawal, you shall not be entitled to a refund of any fees or be excused from any fees which are otherwise incurred prior to your termination. You shall also discontinue all public statements and promptly remove all references to your participation in the LATT Network, including all use of the LATT name and logo. ARF shall have forty-five (45) days to remove any reference to you from any LATT websites or current ARF maintained public membership lists.
- D. The following Sections of this Agreement shall survive the termination or expiration of this Agreement: Section II (Fees) as to any fees incurred prior to the termination date; Section III (Ownership of Materials; License to Use) and Section IV (Miscellaneous).

VI. Miscellaneous

- A. **Authorization.** You represent to ARF that (a) you have the authority to enter into this Agreement and to perform all of your obligations hereunder; (b) the execution and performance of this Agreement does not and will not violate any agreement to which you are a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of you, enforceable in accordance with its terms.
- B. **Entire Agreement.** This Agreement contains all of the agreements and understandings between you and ARF relating to the subject matter of this Agreement. This Agreement supersedes any and all prior agreements and understandings between the parties and alone expresses the agreement of the parties.
- C. **No Warranty.** ARF, LATT NETWORK, AND YOU EACH ACKNOWLEDGE THAT, EXCEPT AS OTHERWISE AGREED IN WRITING, ALL INFORMATION, MATERIALS, AND SERVICES PROVIDED BY OR ON BEHALF OF ARF AND THE LATT NETWORK UNDER THIS AGREEMENT OR IN CONNECTION WITH ITS SUBJECT MATTER ARE PROVIDED “AS IS” WITH NO WARRANTIES OR CONDITIONS WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND ARF AND THE LATT INITIATIVE EXPRESSLY DISCLAIM

ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO SUCH INFORMATION, MATERIALS AND SERVICES.

- D. **Limitation of Liability.** IN NO EVENT WILL EITHER ARF, THE LATT NETWORK, OR YOU BE LIABLE TO EACH OTHER OR ANY OTHER MEMBER OR THIRD PARTY UNDER THIS AGREEMENT FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOST REVENUE, LOST SALES, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. IN NO EVENT SHALL ARF'S OR THE LATT NETWORK'S LIABILITY FOR DAMAGES OR OTHERWISE UNDER THIS AGREEMENT OR IN CONNECTION WITH ITS SUBJECT MATTER EXCEED THE FEES PAID BY YOU DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM FROM WHICH THE DAMAGES ARISE.
- E. **Governing Law.** This agreement shall be governed by, and construed in accordance with, the laws of the State of Texas. This Agreement neither expands nor limits those authorities vested in the signatory organizations by their respective governing bodies and articles of incorporation to conduct their affairs and carry out their programs.
- F. **Captions.** All captions, headings, titles, numerical references and computer highlighting are for convenience only and shall have no effect on the interpretation of this Agreement.
- G. **Amendments.** This Agreement shall not be amended, changed or modified in any way unless in writing executed by ARF and you; provided, however, that ARF shall be free to amend and modify Sections I(A) and I(B) and the membership benefits and requirements set forth therein upon twenty (20) days prior notice to you and without your separate consent (but without limitation of its termination rights set forth in Section IV(C)).
- H. **Assignment.** You may not assign your rights or obligations under this Agreement without the prior written consent of ARF.
- I. **Force Majeure.** Neither ARF nor you shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes or any other cause which is beyond the reasonable control of such party.
- J. **Independence.** This Agreement does not give either party the power to direct and control the day to day activities of the other, constitute the parties as partners, joint venturers, co-owners, principal-agent or otherwise participants in a joint or common undertaking, or, except as expressly provided herein, allow either party to create or assume any obligation on behalf of the other for any purpose whatsoever.
- K. **Notices.** All notices or other communications to or upon any party shall be in writing and delivered (i) if to ARF at 8509 FM 969, Building 509, Austin, TX, 78724 and (ii) if to you at the addresses you provided to ARF in connection with your enrollment in the LATT Network. A party may update its notice address by delivering notice of change of address to the other party. For purposes of this Section, notice can include notice by written mail, electronic mail or by facsimile and shall be deemed delivered and served when sent; provided, however, that notice by you of a breach of this Agreement and notice by you of termination of this Agreement shall be given by overnight courier service or certified mail, return receipt requested.