



Please send a signed copy of this document to:

Hire For Ed

2801 N. Lincoln Blvd., Suite 226
Oklahoma City, OK 73105

Fax: 405-495-2610

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”), dated as of _____, 2017, is made and entered into by and between **EMPLOYEE EVALUATION SYSTEMS, INC. (“EES”)**, whose notice address is 2801 N. Lincoln Blvd., suite. 226, Oklahoma City, Oklahoma 73105, and **SCHOOL DISTRICT NO. _____ OF _____ COUNTY, OKLAHOMA, a/k/a _____ PUBLIC SCHOOLS (“District”)**.

RECITALS:

A. EES has developed a web-application known as HIRE FOR ED for the management of the employee screening and hiring process for the district.

B. EES and the District desire to license the use of EES’s HIRE FOR ED System to the District for use in the employee screening and hiring process for the 2017-2018 school year and thereafter.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EES and District agree as follows:

1. **Grant of License.** Subject to the terms and conditions of this Agreement, EES hereby grants to District a non-exclusive, non-transferable license to use the HIRE FOR ED System (the “License”).

2. **Term.** The term of this Agreement shall be for one year, beginning July 1, 2017 and ending June 30, 2018.

3. **Support, Training and Services.** District’s license of the HIRE FOR ED System includes online access to the web-based employee screening and hiring system, online users guide, unlimited technical support, and training related to the operation of the electronic HIRE FOR ED system.

4. **License Fee.** The District may use HIRE FOR ED for the administrative office plus up to three school sites at a cost of \$200 (two hundred dollars) for Inform Level membership, or, for Recruit Level membership \$875.00 (eight hundred seventy-five dollars). This price includes a further discount from the regular fee of \$1,200 than that offered to districts which are not members of the Organization of Rural Elementary Schools (ORES).

Choose one:

Inform Level Membership
Website listing on HireForEd
Email contact for potential candidates
\$200 per year total cost

Recruit Level Membership
Includes everything from Inform Level **plus**
Display Job Postings online for candidates to see
Candidates can complete and submit your job applications online.
Web-based application for managing your entire hiring process

Total 2017-2018 school year cost \$875

5. **Release by District.** District, in consideration for the grant of the License and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby releases EES, its officers, agents and employees, from any and all liability or expense, including, without limitation, reasonable attorneys' fees, expenses, costs, judgments, settlements, or other costs to the extent arising out of or relating to (1) District's use, misuse or modification of the HIRE FOR ED System; or (2) District's failure to use corrections or enhancements to the HIRE FOR ED System provided to District by EES.

6. **District's Remedies.** District's exclusive remedy hereunder is termination of this Agreement.

7. **Limitation of Liability.** To the maximum extent permitted by law, under no circumstances shall either party be liable to the other for indirect, incidental, consequential, special or exemplary damages arising from this agreement or the breach hereof.

8. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties relative to the licensing of use of the HIRE FOR ED System and supersedes all oral or written proposals or understandings concerning such subject matter. This Agreement may be modified only pursuant to a writing executed by both parties.

(b) **Severability.** If any of the provisions of this Agreement are held by a court of competent jurisdiction to be invalid or unenforceable under any applicable statute or rule of law, such provision shall, to that extent, be deemed omitted and the remaining portions of this Agreement shall remain in full force and effect.

(c) **Survivability**. The obligations set forth herein shall survive any termination of this Agreement.

(d) **Waiver**. No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed to have been made unless such waiver or consent shall be in writing signed by the party against whom the waiver or consent is asserted. The waiver of one breach or default or any delay in exercising any rights under this Agreement shall not constitute a waiver of any subsequent breach or default.

(e) **Construction**. Descriptive headings or captions in this Agreement are for convenience only and shall not affect the construction or application of this Agreement. No rule of construction requiring interpretation against the drafting party shall be applied or given effect.

(f) **Intellectual Property**. District shall cooperate fully with EES in the maintenance and protection by EES of any rights or interests of EES in the HIRE FOR ED System or other intellectual property or interests therein that are the subject matter of this License.

IN WITNESS WHEREOF, EES and District have executed this Agreement as of the _____ day of _____, 2017.

EMPLOYEE EVALUATION SYSTEMS, INC.

By: _____
President

“EES”

**INDEPENDENT SCHOOL DISTRICT NO. ____
OF _____ COUNTY, OKLAHOMA,
a/k/a _____ PUBLIC SCHOOLS**

By: _____
For the District

“DISTRICT”