

Term Sheet Template

Introduction

Scaling Curriculum Based Professional Learning Project works to expand access to bundled products and services by fostering partnerships between curriculum publishers and professional learning (PL) providers. The project team facilitates these complex partnerships while addressing concerns related to intellectual property and data sharing.

To support partners in formalizing agreements, the project team provides template documents, such as the included Term Sheet, that partners may use or adapt as needed. A term sheet is needed to support the drafting of a formalized business agreement for your partnership. Some but not all information required for the term sheet is documented within your Go To Market plan. The RTI Scaling CBPL project team can support the development of the term sheet by collecting and incorporating information from your GTM and further discussions as needed on additional terms. This will be a living document and will evolve over time and can be updated.

Once developed, RTI can draft business agreements for each partner and their legal counsel review. The typical timeline for drafting of business agreement is 10-15 business days after all partner feedback is collected and documented in the term sheet. Partners are responsible for reviewing and modifying these documents to meet their specific needs and should seek independent legal counsel as necessary. These templates are offered as a convenience and do not constitute legal advice.

Term Sheet Template

ABC and XYZ, Inc.
[DATE, YEAR]

Term	Description
Parties	<ul style="list-style-type: none"> • ABC, Inc. ("ABC") a _____ corporation • XYZ, Inc. ("XYZ"), a _____ corporation <p>Either of the foregoing is a "Party", and collectively they constitute "the Parties."</p>
Legal Effect	This Term Sheet is <u>non-binding</u> . The Business Agreement ("Agreement") based on this Term Sheet will be binding and will become effective on the date of last signature.
Definitions	<u>Licensed Intellectual Property</u> means the (a) trademarks, (b) copyrights, and (c) patents and patent applications listed in Schedule A that are owned or controlled by ABC, and any divisionals, continuations, and foreign counterparts thereof, together with all related know-how (item (c) constituting <u>Licensed Patents</u>).
Scope of Agreement	Under the terms of the Agreement, ABC will license the Licensed Intellectual Property to XYZ for XYZ's [non-exclusive / exclusive] use in the Licensed Field. [including the right to sublicense to others in accordance with the terms hereof]
Territory	Ex. California, USA [Can be a Country, State, County, or any other specifically defined geographic boundaries within which the licensee has the right to use the licensed intellectual property]
Licensed Field	K-12 Math [Any application, area, or market in which this agreement grants the licensee the right to use the licensed intellectual property]
Licensed Product	Any product that infringes Licensed Intellectual Property, including "Derivative Works", defined as "any work that is based upon one or more preexisting works, such as a revision, modification, translation, abridgment, condensation, expansion, or any other form in which the preexisting work may be recast, transformed, or adapted."
Rights retained by the Parties	As between the Parties, each Party retains all rights to its respective intellectual property, including improvements thereto, except to the extent of the licenses expressly granted herein.
Net Sales	"Net Sales" means the gross revenues received by XYZ and any sublicensees from the sale of Licensed Products less customary discounts and rebates granted, sales, value-added, excise and/or use taxes actually paid, import and/or export duties actually paid, outbound transportation prepaid or allowed, and amounts allowed or credited due to returns (not to exceed the original billing or invoice amount).
Financial Terms	Royalty: __% of Net Sales
Diligence Requirements	<p>XYZ will use best efforts to achieve each of the following objectives:</p> <p>(a) Complete jointly developed product by _____; and</p> <p>(b) achieve a first commercial sale by _____.</p> <p>ABC's efforts in support of the above objectives will be pursuant to future agreements and statements of work that are mutually agreed in writing by both Parties.</p>



Warranties	Each Party represents and warrants that it has all necessary authority and rights to enter into this Agreement. ABC warrants that as of the Effective Date of the Agreement, ABC is not aware of any actual or threatened claims of infringement pertaining to the Licensed Intellectual Property, but makes no warranty, and accepts no liability, for any claims threatened or asserted after the Effective Date. There are no other warranties other than those expressly provided.
Relationship of Parties	The Parties are independent contractors.
Confidential Information	Each Party will protect confidential information it receives from the other Party in the same manner that it protects its own confidential information, but in no event less than reasonable care.
Choice of Law, Venue	<ul style="list-style-type: none"> • Law: TBD (e.g., North Carolina) • Venue: TBD (e.g., North Carolina)
Term	The Agreement will begin on the Effective Date and will terminate automatically on expiration or termination of the last valid claim of any of the patents licensed hereunder.
Termination	<p>Either Party may terminate for default if any one or more of the following events occurs and remains uncured for fifteen (15) calendar days following written notice thereof:</p> <ul style="list-style-type: none"> (a) any material misrepresentation by either Party, or any failure by either Party to perform any of its material obligations; (b) a Party improperly attempts to assign the Agreement; or (c) a Party ceases to do business, dissolves or liquidates its business, becomes insolvent or bankrupt, or is placed in receivership or trusteeship.
Duties upon termination	Upon termination, each Party will cease using any Confidential Information of the other Party, and any rights or licenses granted by either Party to the other will cease, except to the extent expressly provided in writing.
Use of Trade and Service Marks; Publicity	Each Party will retain its respective marks. Neither Party will acquire any rights in the other Party's marks except to the extent expressly provided. Neither Party will challenge the other Party's ownership in its marks or take any acts that would jeopardize or diminish the other Party's intellectual property rights. Each Party will obtain express written approval for any marketing materials or public disclosures, prior to use.
General terms	<p>Standard Terms to be included:</p> <ul style="list-style-type: none"> • Notice. • Dispute Resolution/Arbitration. • Force Majeure. • Entire, Integrated Agreement. • Assignment. • Survival. • Severability. • Waiver. • Attorney Fees. • Non-solicitation of other Party's employees. • Compliance with Laws.

The Parties will negotiate in good faith to establish a definitive agreement incorporating the above terms.

ABC

XYZ

	Publisher		PL Provider
By:		By:	
Name :		Name :	
Title:		Title:	
Date:		Date:	