EBLI ONLINE TRAINING – TRAINEE AGREEMENT

This EBLI Online Training Agreement (this “Agreement”) is between TEACH THE WORLD TO READ LLC, a Michigan limited liability company d/b/a EBLI (Evidence-Based Literacy Instruction) (“Trainer”) and you (“You”).

1. Purpose. Trainer is the owner of a proprietary research-based system of skills, concepts, strategies, and activities that are used to teach literacy skills in reading, spelling, and writing to students (“EBLI”). By taking Trainer’s seven week online training course regarding EBLI (the “EBLI Course”), You will learn how to use EBLI to teach students. Upon successful completion of the EBLI Course, You will become certified to use EBLI in Your teaching. To help ensure the proper use of EBLI, which is proprietary to Trainer, Trainer requires that you provide your consent to the terms of this Agreement before You will be permitted to enroll in and take the EBLI Course.
2. Permitted Uses. You agree that you may only use EBLI if you successfully complete the EBLI Course and become certified by Trainer. Once you are certified, you may only use EBLI for the purposes of directly teaching students (a) in a one-on-one setting, (b) in a small group setting, or (c) in a large classroom-sized group setting.
3. Conditions. You will not train other educators on how to use EBLI in their teaching unless you have obtained the prior written consent of Trainer. Except as expressly permitted under this Agreement, you agree that You will not (a) disclose or distribute files, software, curriculum, training materials, detailed activity steps and scripts, word lists, videos, worksheets, sound stories, centers, password-protected resources, or any instructional e-books received during or related to the EBLI Course (the “Instructional Materials”); or (b) alter, copy, or reproduce any Instructional Materials unless such materials are expressly marked as approved for copying and distribution by Trainer.
4. Remedies. If You breach this Agreement, then Trainer may revoke Your EBLI certification and invoke any or all legal remedies available to Trainer for damages, in law or in equity.
5. Miscellaneous.
	1. *Integration.* This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any prior discussions, negotiations, agreements, and understandings.
	2. *Choice of Law.* This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity, and construction, without regard to any conflict of law provisions.
	3. *Choice of Forum.* The parties submit to the exclusive jurisdiction and venue of the state or federal courts having jurisdiction over Genesee County, Michigan of any claims or actions arising, directly or indirectly, out of or related to this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient. The parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court will constitute valid and lawful service of process against them, without the necessity for service by any other means provided by statute or rule of court, but without invalidating service performed in accordance with such other provisions.
	4. *Waiver.* Trainer’s failure to exercise a right or remedy will not operate as a waiver of any of Trainer’s rights or Your obligations under this Agreement.
	5. *Severability.* Whenever possible, each provision of this Agreement will be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
	6. *Amendments.* The terms of this Agreement may not be varied or modified in any manner, except in a subsequent writing executed by an authorized representative of both parties.
	7. *Assignments.* No assignment of this Agreement or of any right or obligation under this Agreement will be made by either party without the prior consent of the non-assigning party.
	8. *Injunctive Relief.* The parties acknowledge that irreparable injury will result from the failure of either party to comply with the terms of this Agreement. In the event of any actual or threatened default or breach of any of the provisions of this Agreement, the aggrieved party will have the right to specific performance or injunctive relief, as well as monetary damage and any other appropriate relief.
	9. *Titles.* Titles and headings to articles, sections, or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement.

[ ]  By clicking the checkbox and typing your name below, You hereby agree to and accept the terms of this Agreement.

*Type your name in the field above.*

**Once signed, save this document and email to info@ebli.com. This must be completed in order to gain access to the EBLI Online Training.**