

“Sample” WEB SITE AGREEMENT

This Website Agreement (“Agreement”) is made as of _____, 2009 (“Effective Date”) by and between The National Endowment for Financial Education (“NEFE”) 5299 DTC Blvd., Suite 1300, Greenwood Village, Colorado 80111-3334 and <<insert name of college/university>> (“Licensee”), with an address at <<insert address>> .

Introduction. This Agreement authorizes the Licensee to set up customized access to NEFE’s financial education website at cashcourse.org by using password protected private administrative functions of the website. Password access is needed only for access to the private administrative functions. Students and other persons associated with Licensee may use the publicly available functions of the website, subject to the Terms of Use posted on the website.

1. License Grant. Subject to the terms and conditions of this Agreement, NEFE hereby grants to Licensee a non-exclusive royalty-free license to access and use the private administrative functions of the website at cashcourse.org (“the Website”) to create a custom access portal to the Website. This license is limited to use by Licensee solely for non-profit, non-commercial educational purposes.

2. Customization. The administrative functions of the Website may permit customization to include color schemes, trademarks, service marks, insignia, names or other indicia associated with Licensee or an organization associated with Licensee. Licensee must obtain all necessary permissions, rights and licenses necessary to permit any use of such materials, and NEFE shall not have any liability, responsibility or obligation with respect to such use.

3. Password Access. Following complete execution of this Agreement, NEFE will deliver to Licensee, at Licensee’s address set forth above, the access password necessary to allow the Licensee to access and use the administrative functions of the Website to create a custom access portal to the Website. Licensee shall only disclose the access password for the Website to employees or contractors of Licensee, or of organizations associated with Licensee, that have an actual need to know the password for purpose of using the private administrative functions of the Website under the license (“Authorized Users”). Licensee shall use reasonable efforts to ensure that all Authorized Users comply with the restrictions on use of the Website and all other requirements of this Agreement.

4. Links. Licensee may include a link to the Website on Licensee’s website(s) and Licensee may authorize the inclusion of a link to the Website on the website(s) of organizations associated with Licensee. All links to the Website must be in a form acceptable to NEFE and Licensee will cause any such link that NEFE identifies as unacceptable to be modified or removed as directed by NEFE. If Licensee does not include on a Licensee website an active link to the Website within sixty (60) days after the Effective Date of this Agreement, this Agreement shall automatically terminate.

5. Cessation of Use Upon Termination or Expiration. Upon termination or expiration of this Agreement for any reason, all use of the Website by Licensee and Authorized Users shall cease immediately, and Licensee and all associated organizations shall promptly remove any links to the Website from their respective websites.

6. Availability of Website. Licensee acknowledges and agrees that the Website and access to the Website may be unavailable for periods of time and NEFE shall have no liability to Licensee or any person or organization claiming rights deriving from Licensee's rights in connection therewith. NEFE may disable access to or use of the Website at any time without notice to Licensee.

7. No Copying. Except as may be otherwise permitted by this Agreement, the Licensee shall not modify, distribute, copy, duplicate, reverse engineer, reverse compile, disassemble, record, or otherwise reproduce any part of the Website, or create derivative works based on the Website or any part of the Website, nor attempt to do any of the foregoing, without the prior written consent of NEFE.

8. Disclaimers.

NEFE DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE WEBSITE OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT NEFE KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, NEFE EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN LICENSEE WITH RESPECT TO THE WEBSITE AND LICENSED SOFTWARE OF ANY PART THEREOF.

The Website is provided "AS-IS" and Licensee uses the Website at its own risk. The defense, settlement or other resolution of any claims or allegations made or threatened against Licensee that arise from or relate to the Website and/or its use by Licensee or Authorized Users shall be the sole responsibility of Licensee and NEFE shall have no liability or obligations to Licensee or any person or organization claiming rights deriving from Licensee's rights in connection therewith.

9. Exclusion Of Incidental And Consequential Damages. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE OTHER PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

10. Term. Unless sooner terminated, this Agreement will be in effect for a term beginning on the Effective Date and running for a period of one (1) year. The Agreement term will be automatically extended for successive one-year periods unless it is terminated by a party or a party gives written notice of non-extension to the other party. Either party may decline to extend the term for any

reason or no reason by providing the other party with no less than ninety (90) days prior written notice of non-extension.

11. Termination. Either party may unilaterally terminate the Agreement at any time, effective immediately upon notice to the other party in accordance herewith. The foregoing rights of termination are in addition to other bases for termination set forth in this Agreement or that may be otherwise available to a party.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter thereof. No prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties with reference thereto will be of any force or effect. No modification or amendment to this Agreement will be valid or binding unless reduced to writing and duly executed by the parties.

13. Independent Parties. The parties are independent parties. No partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship.

14. Notices. Every notice required or contemplated by this Agreement to be given by either party may be delivered in person or may be sent by courier, telecopy, express mail, or postage prepaid certified or registered mail, addressed to the party for whom it is intended, at the address specified in this Agreement. Either party may change its address for notice by giving notice to the other party of the change.

15. Counterparts. This Agreement may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument.

Each person signing below represents that he or she has read this Agreement in its entirety; understands its terms; is duly authorized to execute this Agreement on behalf of the party indicated below by his or her name; and agrees on behalf of such party that such party will be bound by those terms.

National Endowment for Financial Education

By: _____
David J. Kaus
Chief Financial Officer

DATE _____

School Name

By: _____
Print Name: _____
Title: _____
DATE _____