

## **Web Site Terms of Use**

These Terms of Use govern your use of this site, which is provided by the National Governors Association (“NGA”). By accessing this site, you are indicating your acknowledgment and acceptance of these Terms of Use. These Terms of Use are subject to change by NGA at any time in their discretion. Your use of this site after such changes are implemented constitutes your acknowledgment and acceptance of the changes.

### **Proprietary Information**

This Web site and all content on this Web site are proprietary to NGA, and NGA retains all right, title, and interest in and to the same. Accordingly, this Web site and the content may not be copied, distributed, printed, republished, downloaded, or transmitted in any way without the prior written consent of NGA, except that you may print out a copy of the content solely for your personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the content. Modification or use of the content except as expressly provided in these Terms of Use violates NGA’s intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to this site.

Without limiting the foregoing, no content on this Web site, including the Common Core State Standards and the examples, may be utilized for any commercial purpose.

### **Access to This Site**

NGA reserves the right to refuse to any person access to this site or any of its resources, and to terminate or suspend any person’s access at any time.

### **Restrictions On Use**

You may use this site for purposes expressly permitted by this site. You may not use this site for any other purpose, including any commercial purpose, without NGA’s express prior written consent. For example, you may not (and may not authorize any other party to): i) co-brand this site, or, ii) frame this site, without the express prior written permission of an authorized representative of NGA. For purposes of these Terms of Use, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this site or content accessible within this site. You agree to cooperate with NGA in causing any unauthorized co-branding or framing immediately to cease.

### **Disclaimer**

NGA does not warrant, endorse, approve or certify the information on this site, nor does NGA make any representation as to the accuracy, completeness, efficacy, or timeliness of such information. Use of such information is voluntary on your part. Reference herein to any specific

commercial product, process or service does not constitute or imply endorsement, recommendation or favoring by NGA.

The information, products and services offered on or through the Web site are provided “as is” and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

NGA does not warrant that the Web site or any of its functions will be uninterrupted or error free, that defects will be corrected, or that any part of this Web site is free of viruses or other harmful components.

NGA assumes no responsibility for consequences resulting from use of the information contained herein, or from use of the information obtained at linked sites, or in any respect for the content of such information. NGA is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use, reference to, reliance on, or performance of such information, as well as for any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of any record. You also acknowledge that NGA is not liable for the defamatory, offensive or illegal conduct of other third parties, subscribers, members or other users of the message boards and that the risk of injury from the foregoing rests entirely with each user.

### **Hyperlinking**

This site may be hyperlinked to other sites that are not maintained by, or related to, NGA. Hyperlinks to such sites are provided as a service to users and are not sponsored by or affiliated with this site or NGA. NGA has not reviewed any or all of such sites and are not responsible for the content of those sites. Hyperlinks are to be accessed at the user's own risk, and NGA make no representations or warranties about the content, completeness or accuracy of these hyperlinks or the sites hyperlinked to this site. Further, the inclusion of any hyperlink to a third-party site does not necessarily imply endorsement by NGA of that site.

### **Submissions**

You hereby grant to NGA the royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information communicated to NGA through this site, and to incorporate any submission in other works in any form, media, or technology now known or later developed. NGA will not be required to treat any submission as confidential, and may use any submission in their business without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future NGA operations.

## **Notice of Copyright Infringement**

If you are a copyright owner who believes your copyrighted material has been reproduced, posted or distributed via the Web site in a manner that constitutes copyright infringement, please report the violation to our designated copyright agent by sending written notice by U.S. Mail to National Governors Association, 444 N. Capitol St., Ste. 267, Washington, D.C. 20001-1512, Attn: Chief Financial and Administrative Officer or email [webmaster@nga.org](mailto:webmaster@nga.org).

Please include the following information in your written notice:

- (1) a detailed description of the copyrighted work that is allegedly infringed;
- (2) a description of the location of the allegedly infringing material on the Web site;
- (3) your contact information, including your address, telephone number, and, if available, email address;
- (4) your statement that you have a good-faith belief that the allegedly infringing use is not authorized by the copyright owner, its agent, or the law;
- (5) your statement, made under penalty of perjury, affirming that the information in your notice is accurate and that you are authorized to act on the copyright owner's behalf; and
- (6) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

## **Limitation on Liability**

NGA, its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors will not be liable for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary, or other damages, including loss of revenue or income, pain and suffering, emotional distress, or similar damages, even if NGA has been advised of the possibility of such damages. If you are dissatisfied with the Web site, any materials, products, or services on the site, or with any of the site's terms and conditions, your sole and exclusive remedy is to discontinue using the site. Without limiting the foregoing, in no event will the collective liability of NGA and its respective subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors to any party (regardless of the form of action, whether in contract, tort, or otherwise) exceed the lesser of \$100 or the amount you have paid to NGA for the applicable content or service out of which liability arose.

## **Indemnity**

You will indemnify and hold NGA, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless from any breach of these Terms of Use by you, including any use of Content

other than as expressly authorized in these Terms of Use. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this site.

### **Trademarks**

Trademarks, service marks, and logos appearing in this site are the property of NGA or the party that provided the trademarks, service marks, and logos to NGA. NGA and any party that provided trademarks, service marks, and logos to NGA retain all rights with respect to any of their respective trademarks, service marks, and logos appearing in this site. Unauthorized use of the trademarks, service marks and logos of NGA or any third party is unlawful and will be grounds for exclusion from future use of this Web site.

### **Controlling Law; Forum Selection**

These Terms shall be construed in accordance with the laws of the District of Columbia, without regard to conflicts principles. A court of competent jurisdiction in Washington, DC shall be the exclusive forum for the resolution of any dispute between you and NGA, and you irrevocably consent to the personal and subject matter jurisdiction, and venue, of such court.