



dr.yumproject eat well. change your world.

Dr. Yum’s Preschool Food Adventure Terms and Conditions including Acknowledgement of Proprietary Rights and Confidentiality

This “Acknowledgment of Proprietary Rights and Confidentiality Agreement” (the “Acknowledgment”) is made between you (the center/provider) and THE DOCTOR YUM PROJECT, a Virginia corporation (together with our parent and affiliated companies, “we” or “us”). As a center/provider implementing the Dr. Yum Preschool Food Adventure the center/provider agrees to the following:

1. **Training:** To complete an online training program (or face-to-face if offered in my region). After viewing the training you will take the quiz to demonstrate you understand the key concepts needed to effectively present the material to your students. You agree to ensure to the best of your abilities that all teachers who implement or assist in the program at your center complete the training.
2. **Implementation:** Implementation of the full *Preschool Food Adventure’s* monthly curriculum as to the best of your ability.
3. **Community:** You are joining a community of educators. We want to stay in contact and keep sharing. So, we ask that as a member of this educational community, you update us each year with the educational contacts using the curriculum at your preschool and to provide information on number of classrooms and students using the curriculum each year.
4. **Research:** Collection of data is critical in the expansion of this program. If asked by us, you agree to distribute confidential surveys to parents of all children participating in the program at the beginning and end of the school year. You agree to do your best to ensure that as many of these surveys as possible are completed by parents (either on paper or electronically) for use by The Dr. Yum Project.
5. **Education:** Parent education is key to the success of the *Preschool Food Adventure*. You agree to distribute all parent education materials (parent manual, feedback sheets, and monthly newsletters) either in paper or electronic format so parents learn effective ways to encourage healthy eating at home.
6. **Photos:** As a participating school you may choose to submit photographs and/or testimonials about the program to be included in our monthly newsletters, website and/or promotional materials. Any photos provided must only include children who have a signed photo release completed for your center.
7. **Materials:** Any materials from the curriculum are to be used only in the classrooms agreed upon at the beginning of the school year. Materials are not to be copied or distributed for use outside of the center.
8. **Participation:** The Dr. Yum Project will provide the center/provider with an emblem for their website to signify that they participate in the *Preschool Food Adventure*. Also, The

Dr. Yum Project will list the center/provider on their website during the period of this agreement.

9. Property: The *Dr. Yum Preschool Food Adventure* curriculum kits and materials provided by The Dr. Yum Project will become the property of the participating early childhood education program upon completion of all requirements. Materials should be used only for education of students enrolled in the center where the curriculum was originally distributed.
10. Acknowledgement: We intend to distribute and share certain proprietary information and/or confidential information, including our program curriculum and other content, in order for you to evaluate, test, and gather performance data from that information. By accepting any such material for these purposes, you acknowledge and agree that the information, including but not limited to our any program curriculum and content, which is shared with you is our proprietary information, and is our sole and exclusive property with all rights reserved. By accepting any proprietary information, you agree that you are granted a limited permission and authorization to use the information for the express purposes of testing, evaluation, and to gather and develop information and data for our exclusive use and benefit.
11. Obligation: In the event we disclose any information to you which is designated as “confidential,” or which any reasonable person would understand is confidential to us, you agree that you will keep that information private and confidential, and that you will not use, make any copies of, or disclose the information to any third-party without our express, prior consent. Any confidential information you develop or learn in the course of your relationship with us will be subject to these same obligations as if we disclosed the confidential information to you in the first place. Your obligations of confidentiality and non-use of any of our confidential information will continue indefinitely until we either release you from your obligations, or the information becomes public through no fault by you.
12. Binding Effect: The terms of this Acknowledgment are binding, and will be deemed an integral part of any contract or other agreement you have with us.

Acknowledged and agreed by:

Signature

Printed Name

Name of Early Childhood Center

Date