

Classroom Reading Script Photocopy License

This License is for K-12 schools only. By purchasing the <u>Classroom Reading Script Photocopy License (per student)</u> You automatically become the Licensee and are bound by the terms and conditions of this License. [Any other entity (including but not limited to youth theatre, college theatre, community theatre, professional theatre, or other type of business) must apply for a license and be granted permission to read or perform this Script. Please visit <u>this page on actlikeyoumatter.org</u> to apply and receive a price quote.]

Definitions:

"Classroom Reading Script": The version of the script for Baffle Away Bullying! Interactive Stage Play for Audiences and Educators in K-3rd that is available for classroom readings. Sometimes referred to herein as the "Script". Access to this Script is only available to those who purchase BOTH the Classroom Reading License AND either (a) the Classroom Reading Script Photocopy License (per student) ("This License") or (b) the My Game Plan Handout Photocopy License (per student).

"<u>Licensee</u>": Your school, the Purchaser, the Teacher, and any adult who receives a copy of the Classroom Reading Script. Sometimes referred to herein as "You," "Your," and/or "Your School." <u>It is Your responsibility to make sure that each of the people and entities described in this paragraph have received a copy of this License</u>.

"My Game Plan Handout": Two page handout entitled My Game Plan for Playing Baffle Away Bullying that is located in the back matter of the Classroom Reading Script, immediately following the final scene (Scene 14) of the Script.

"Purchaser": The individual(s) or entity that purchased the Classroom Reading Script Photocopy License (including but not limited to the school's teacher(s), PTA, PTO, Foundation, District, etc.)

"<u>Teacher</u>": The teacher at Your School who will be reading the Script in their class with or to their students. You submitted this teacher's name during the purchasing process for the This License.

Any violation of these provisions shall automatically terminate This License.

- I. Copyright Protection: All of the plays represented by Act Like You Matter, Inc. are protected under the copyright laws of the USA (copyright.gov) and all countries with which the USA has reciprocal copyright relations whether through bilateral or multilateral treaties or otherwise. Any time one of our plays is read in a classroom, a Classroom Reading License and either the Classroom Reading Script Photocopy License (per student) or the My Game Plan Handout Photocopy License (per student) are required. Any time one of our plays is presented in front of an audience, a Performance License (per performance), royalty fees (per performance), and Performance Script Photocopy License are required, regardless of the size of the audience or whether or not an admission fee is charged. Any unauthorized reading or performance of our plays constitutes an infringement of the copyright and a violation of the law, with potentially serious consequences to the infringer, including fines.
- II. Non-Exclusive Rights Granted: This License granted to the Licensee allows You to make one (1) hardcopy of the Classroom Reading Script of Baffle Away Bullying! Interactive Stage Play for Audiences and Educators in K-3rd for the Teacher and for the number of students in the Teacher's class that You paid for when You Purchased This License under the following terms and conditions:
 - 1. Required Purchase of the Classroom Reading License: To be able to read this Script in the Teacher's class, You must purchase BOTH the <u>Classroom Reading License</u> AND either (a) This License or (b) the <u>My Game Plan Handout Photocopy License (per student)</u>. (a) and (b) together are sometimes referred to herein as the "Photocopy Licenses". Reading This Script at Your School without also purchasing the Classroom Reading License is strictly prohibited and constitutes a violation of copyright law. Classroom Reading Licenses are for one Teacher only and may not be shared or transferred.
 - 2. Changing the Classroom Reading Script: Under federal law, You may not make any changes, including but not limited to the following:
 - a. You may not add new music, dialogue, lyrics, named characters, or anything to the text.
 - b. You may not delete, in whole or in part, any material in the Script, unless the Classroom Reading Script states that a portion may be deleted.
 - c. You may not make changes of any kind, including but not limited to changes of lyrics or dialogue or change in the period, characters or characterizations.
 - 3. **PDF Script**: The Classroom Reading Script will be delivered to You via email in PDF format (the "PDF Script") within one (1) business day of the processing of Your payment for purchasing both the Classroom Reading License and one of the two Photocopy Licenses. Your School must designate one (1) person to be responsible for the PDF Script (the "Designee") and to print or make photocopies for the Teacher and their students (the "Printed Scripts"). The Designee may be the Teacher. The following conditions apply:

- a. You may not make digital copies of the PDF Script or the My Game Plan Handout.
- b. You may not make the PDF Script or the My Game Plan Handout available for download in any way, including but not limited to emailing it, posting it in an online classroom such as Google Classroom, posting it to a cloud drive, etc.
- c. This License is exclusive to the Teacher. Anyone who wishes to make copies of the Classroom Reading Script must pay for and receive their own Classroom Reading License and one of the two Photocopy Licenses. You may not forward the PDF Script or the My Game Plan Handout to anyone at any time.
- d. Upon expiration of this License (see Section III, Paragraph 1 below), please delete the PDF Script and the My Game Plan Handout from where You have been storing it digitally.
- e. Notwithstanding the terms of this Section II, Paragraph 3, Subparagraphs a-c, if the Teacher's students are distance learning, (the "Distance Learning Students"), the Designee may deliver the PDF Script to the Distance Learning Students electronically via email or by posting it in an online classroom such as Google Classroom, under the following conditions:
 - i. If delivered via email, You must include customerservice@actlikeyoumatter.org as a recipient of the email.
 - ii. If delivered by posting to an online classroom, You must email a link to the posted PDF Script to customerservice@actlikeyoumatter.org.
- 4. Printed Scripts: These are printed or photocopied by the Designee and delivered to the Teacher and their students (the "Classroom") according to the conditions of Section II, Paragraph 3, Subparagraphs a-d or printed at home by Distance Learning Students according to the conditions of Section II, Paragraph 3, Subparagraph e. It is Your responsibility to make sure that the Classroom is aware of the following conditions:
 - a. No member of the Classroom may make an extra copy of their Printed Script or My Game Plan Handout.
 - b. No member of the Classroom may give their Printed Script or My Game Plan Handout to anyone who is not a member of the Classroom, except for the specific circumstances described in Section II, Paragraph 5.
 - c. No member of the Classroom may post any of the text in the Printed Script or My Game Plan Handout online or share it digitally (such as taking a photograph of part of the script and texting it to someone).
 - d. After the classroom reading of the Script is completed, members of the Classroom may keep their copy of My Game Plan Handout to assist them with mastering the strategies taught in the Script. Members of the Classroom may also ask the Designee for some extra copies of the My

- Game Plan Handout to take home and use to assist them with mastering the strategies and for no other use.
- e. After the classroom reading of the Script is completed, members of the Classroom may either keep their Printed Script to assist them with mastering the strategies, and for no other use, or return their Printed Script to the Designee for shredding in an effort to prevent accidental or unintentional copyright infringement.
- f. If members of the Classroom choose to keep their Printed Script, they may show it to their parents, so that their parents might support them in mastering the strategies and for no other use.
- g. We strongly recommend that You make an announcement about the conditions in this Section II, Paragraph 4 at least two times:
 - i. First, when You distribute the Printed Scripts and the My Game Plan Handout and
 - ii. Again, after the classroom reading of the Script is completed.
- 5. This License and the Classroom Reading License are Teacher Specific and May Not Be Shared: It is permissible, however, for other teachers at Your School to borrow the Teacher's Printed Script and peruse it (read it privately to themselves and not to or with their students) for the purpose of determining if they would like to purchase a Classroom Reading License and one of the two Photocopy Licenses for their class and for no other purpose. After other teachers peruse the Teacher's Printed Script, they must return the Printed Script to the Teacher. Perusing of the Teacher's Printed Script must occur before the expiration date of This License; see Section III, Paragraph 1. This License grants NO rights for other teachers at Your School to print the PDF Script or photocopy the Teacher's Printed Script or photocopy My Game Plan Handout.

III. Other Provisions

- 1. **Expiration Date of License:** This License shall expire at the end of the semester when it was purchased, whether or not the Teacher has read the Script in their class. Should unforeseen circumstances (such as the COVID-19 pandemic of 2020) prevent the Teacher from being able to read this Script in and/or with their class, please contact customerservice@actlikeyoumatter.org to request an extension.
- 2. **Warranty:** Act Like You Matter, Inc. warrants that, on behalf of Amy Jones Anichini (the "Author/Copyright Owner"), it is authorized to grant this License to You. Act Like You Matter makes no other warranties.

- 3. **Reserved Rights:** All rights in and to the Script other than those specifically licensed to You under the terms of this License agreement are reserved to Act Like You Matter.
- 4. **Transfer of Rights:** Under no condition can this License be assigned or transferred without written consent from Act Like You Matter. This License shall be governed by the Laws of the State of California, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City of San Diego or the State of California or the United States District Court for the Southern District of California, and in no other forum.
- 5. **Indemnification of Licensor:** You agree to indemnify Act Like You Matter and the Author/Copyright Owner of the Script from any claim arising out of Your violation of any of the provisions of this License agreement.
- 6. **Permitted Use:** The Classroom Reading Script cannot be used for any purpose other than as stated in This License. You may not reproduce, sell, or give the Classroom Reading Script to anyone, or otherwise distribute the Classroom Reading Script.
- 7. **Limited Rights:** This authorization applies to Classroom Reading Script Photocopy Rights only for K-12 schools only. All other rights of every kind and nature, including but not limited to live performances, using scripts for rehearsals, television, video or audio, in whole or in part, photography, or any other form of mechanical or electronic reproduction, such as information storage and retrieval systems, recording, and web pages, are reserved by the Author/Copyright Owner and are not included in this authorization. Reproduction of any kind, including for personal use, is also strictly prohibited.