**EXHIBIT A – SAMPLE SOW FORM**

**Statement of Work (SOW) No. [\_\_\_\_\_\_\_\_]**

**to Master Agreement No. [\_\_\_\_\_\_\_\_\_\_]**

This SOW is made pursuant to and incorporates into the Master Agreement with an effective date of [EFFECTIVE DATE OF PREVIOUSLY EXECUTED UNDERLYING MASTER AGREEMENT], between the parties identified below. Capitalized terms used in this SOW and not defined herein are used with the meanings ascribed to them in the Master Agreement.

**1.** **Term**: This SOW will be effective as of the date signed below by Pearson (SOW Effective Date) and continue 7 years after the Effective date through and include \_\_\_\_\_\_(SOW Expiration Date). Upon expiration of the Initial Term this SOW will automatically renew and will be perpetually extended for renewal terms of one (1) year each (each a “Renewal Term”), unless either party provide a prior written notice of termination/ non-renewal to the other party at least one year prior to the end of the then current Term.

 **2. Contact Information for Local Publisher:**

Name:

Title/Position:

Organization:

Phone:

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **3. Billing Information for Local Publisher (if different from above):**

Organization:

Attention To:

Street:

City, State, Postal Code:

Country:

Email:

**4. Licensed Use:**

**Name of Assessment**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Target Language**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Territory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Gratis copies:** At the Customer’s written request, Pearson may provide up to two (2) gratis copies of the Test for evaluation purposes only. By executing this SOW, the Local Publisher agrees not to distribute or make copies without the express, written permission of Pearson.

**5.** **Grant of License:**

Subject to the provisions and limitations of this Master Agreement, Pearson hereby grants to Local Publisher a limited, exclusive and non-sub licensable, royalty-bearing, non-transferable license (“License”) to:

* 1. reproduce the Translated Test(s) solely in the Territory;
	2. distribute the Translated Test(s) to qualified Customers within the Territory;
	3. utilize the Test(s) Data and/or Local Test(s) Data to prepare answer forms and scoring templates that permit hand-scoring of the Translated Test(s);
	4. distribute the hand-scorable answer forms and scoring templates for the Translated Test(s) to qualified Customers within the Territory; and
	5. to prepare promotional materials related to the Translated Test(s).

# The forgoing License applies to the following format (check one box):

# **◻** hard copy format *only*

**◻** hard copy format and digital format, pursuant to Pearson’s review and approval, as further described in Section 2.4(e) of the Master Agreement

# This License will become effective only after (i) Pearson’s approval of the Translated Test(s) and receipt of the Local Normative Data as set forth herein; and (ii) implementation of all Intellectual Property Rights notices approved by Pearson as set forth herein; and (iii) receipt by Pearson of a signed Linguistic Validation Certificate for the Translated Test(s) in Pearson’s then-current form, similar to the sample attached hereto as Exhibit D.

6. **Discount on Components:** If Local Publisher purchases component(s) of the Test(s) from Pearson or a Pearson affiliated company (pursuant to Section 2.4 of the Master Agreement), then the following discount will apply to the Component purchase: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7. **Publication Date:** Pursuant to Section 6.7 of the Master Agreement, the parties agree the Publication Date is \_\_\_\_\_\_\_\_\_\_\_.

8. **Development Schedule:** Pursuant to Section 6.7 of the Master Agreement, Local Publisher will provide a Development Schedule to Pearson.

9. **Royalties:** Local Publisher will pay royalties of \_\_\_\_\_\_\_\_\_\_\_ of Local Publisher’s net revenues directly attributable to Local Publisher’s exercise of rights under this Master Agreement including but not limited to the Distribution of the Local Publication(s), and provision of services related to the Local Publication(s). For purposes of this Master Agreement, “net revenues” will mean gross receipts of Local Publisherless shipping charges and applicable taxes. Net revenues are defined as revenues generated by the product kits as well as separate components. As such, the royalty calculation will be based on:

(i) The sales volumes of product kits calculated at local list price minus the list price of the Eurokit (including any discounts); and

(ii) The sales volumes of the components of the local product (excluding the Eurokit).

Local Publisher guarantees a minimum annual royalty payment of not less than 2.500 euro (related to the Assessment as stated in section 3 of this SOW) during each full calendar year of this Master Agreement following the commercial release of each of the Translated Test(s). During the first year of publication, the minimum annual royalty payment shall be adjusted according to the effective months of commercial release of the Translated Test. Earned royalty that exceeds the minimum royalty cannot be carried over to a subsequent calendar year nor be used to recover any amounts paid for an earlier calendar year in which the minimum royalty exceeded the actual earned royalty.

Master Agreement terms and conditions continue in full force and effect, but in the event of conflict between this SOW and the Master Agreement, the SOW shall supersede.

IN WITNESS WHEREOF, the parties have agreed and executed this SOW as of the date signed below by Pearson.

**NCS PEARSON, INC**. **<xxxx>**

By: By:

 *Authorized Signature Authorized Signature*

Name: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: Date: