

# **NAEYC Request for Bids**

## **Research Vendor to Evaluate Revised Accreditation Items, Tools, and Processes**

### **January 2024**

#### **I. Introduction and Background**

The National Association for the Education of Young Children (NAEYC) invites qualified entities and individuals to submit bids to partner with NAEYC to develop and execute an evaluation plan that assesses the validity and reliability of the revised early learning program accreditation tools, and to aid in the design of a research pilot that evaluates the extent to which outcomes related to improved accessibility and equity are being achieved through the revised system.

NAEYC is a 501(c)(3) public charity that promotes high-quality early learning for all children, birth through age 8, by connecting practice, policy, and research. We advance a diverse, dynamic early childhood profession and support all who care for, educate, and work on behalf of young children. NAEYC has over 60,000 members who support our vision that all young children thrive and learn in a society dedicated to ensuring they reach their full potential.

Equity is a core organizational value that informs our internal and external work. In 2019, NAEYC released our newest position statement, *Advancing Equity in Early Childhood Education*, which was endorsed by more than 100 national organizations, and illuminates the decisive role and responsibility of early childhood educators in understanding bias and fully integrating the perspectives that families, communities, and cultures bring to an early childhood setting. As an organization, we continuously reflect on and continue to improve our own efforts to center the voices of educators (primarily women, frequently women of color) so that they can drive our work and priority-setting. It has become evident that we must do additional, intentional work to align with our institutional values and ensure that our early learning program accreditation system supports and advances equity.

While the accreditation process and standards are constantly reviewed under the auspices of the Council on the Accreditation of Early Learning Programs to ensure that they are informed by current research and reflect the ever-evolving early childhood landscape, the need has grown greater and deeper in recent years. Currently more than 10,000 early childhood programs across the country are engaged in the accreditation process. Almost 6,000 programs are NAEYC accredited and serve 525,522 children from 448,240 families in all 50 states as well as Puerto Rico—but we know our reach could be broader, deeper, and more equitably distributed. When more programs, in increasingly diverse communities, engage in accreditation, more children have access to high quality learning. Through our own market research as well as qualitative evidence, we know that there are some significant barriers to participation for programs that serve primarily Black and brown children as well as programs that serve children living in poverty. We are engaged in an ongoing and iterative process that would make our system more accessible for a wider diversity of those programs and provide content that honors and elevates the experiences and expertise of educators across states and settings. While there have been periodic updates to the standards and accreditation items to reflect new research, they have not substantially been updated with an explicit emphasis on equity and equitable access.

The objective of this project is to establish a partnership between NAEYC and an external research expert to design and execute a research pilot to evaluate the accessibility, validity and reliability of a revised system and process of early learning program accreditation at NAEYC.

## **II. Summary of Existing System and Current Work**

For more than 30 years, NAEYC Accreditation of Early Learning Programs has been one of the Association's most powerful mechanisms in the work to advance quality. The NAEYC accreditation system sets the standard for excellence—for families and the early childhood education profession as well as the public—and offers support to programs to meet the standards. The comprehensive nature of the NAEYC Early Learning Program Accreditation Standards and Assessment Items —with its combined focus on children, staff, partnerships, and administration—promotes program accountability and makes it possible for programs (small and large child care centers, faith-based, Head Start, public school pre-k, etc.) to consistently provide high quality learning experiences for each child and maintain the infrastructure needed to sustain this high level of quality over time. They also provide guidance to all programs about making improvements regardless of whether they intend to seek accreditation. Each of the 10 standards is a broad statement that describes an essential element that together with the other nine standards provide a definition of quality for early learning programs serving young children birth through kindergarten.

While NAEYC's work to advance equitable access to quality in its content, policy, research, and advocacy efforts have had far-reaching impacts on student of color, NAEYC Early Learning Program Accreditation specifically has not historically reached wide, diverse populations of educators and children.

After careful listening and consideration, NAEYC has begun the process of re-envisioning accreditation. Our goal is to build a system that is simple, transparent and provides feedback for programs to drive quality improvement in ways that we have never done before. We want to transform our accreditation to make sure that it does not exclude groups of people or types of programs. To do this, we are implementing the following changes:

- The NAEYC Governing Board, Accreditation Council and staff are revising the Early Learning Program Standards position statement to better align the standards to Developmentally Appropriate Practices, the bedrock of high-quality early learning.
- NAEYC is working on a new process for accreditation that provides simplicity, transparency and feedback to programs and provides new pathways for programs to engage in their accreditation journey. We are building out new levels of accreditation (Recognition, Accreditation and Accreditation Exemplar) which will give programs an opportunity to engage in a way that feels most comfortable and provides a clear path for increasing quality.
- Accreditation content will be streamlined and revised with the goal of ensuring equity. NAEYC staff and partners are preparing to engage in a process which will determine which aspects of the accreditation content are essential, which still feel aspirational and which items might be creating unintentional and unnecessary barriers to groups of people and types of programs.

We believe that quality happens in all settings, and we want to ensure that our accreditation content reflects that. NAEYC is working to make sure that Early Learning Program Accreditation is available and accessible to a wider range of provider types. We are currently exploring how our accreditation system must change to provide access to family child care providers. Other areas that we are interested in strengthening are school based early learning programs and programs serving children with disabilities.

Based on feedback from the field, we know that these are two areas that our current accreditation content does not always address fully. We are eager to lean into these areas.

The goal of this partnership is to augment this ongoing work with the expertise of an external research partner with noted expertise in assessing the validity and reliability of early childhood assessment tools as well as research pilot design to evaluate and test the performance of a new system.

### **III. Scope of Work – Objectives and Requirements**

#### **Objective**

The objective of this engagement is to partner with an external evaluator with statistical/test construction expertise to develop and execute an evaluation plan that assesses the validity and reliability of the revised early learning program accreditation tools, and to aid in the design of a research pilot that evaluates the extent to which outcomes related to improved accessibility and equity are being achieved through the revised system.

NAEYC is seeking a vendor with a proven track record in assessing and measuring item performance validity and scoring of assessments in early childhood. In addition, we are seeking a vendor with experience designing program evaluations. The chosen vendor will work alongside NAEYC's applied research team to round out and complement their existing expertise. The vendor will remain engaged throughout the design and execution of the pilot, as well as in drafting and completing a final report. Familiarity with NAEYC's Early Learning Program Accreditation system is a plus.

Starting in **March 2024**, the vendor will partner with NAEYC's applied research team along with the sub-contracted equity reviewer to collaboratively plan for the pilot study. The goals of the pilot are multi-faceted as NAEYC seeks to understand:

- The performance, reliability and validity of revised accreditation items and scoring;
- The accessibility of accreditation across settings and geographies; and
- The extent to which goals around improving equity are achieved;

Throughout the planning phase (**March 2024-May 2024**), the vendor will provide advice on the most efficacious methodologies and strategies to test the performance, validity and reliability of the revised accreditation items. In addition, through this planning period, the vendor will also work with NAEYC to identify a collaborative approach to evaluating the revised system through a 6-month pilot. A division of responsibilities for the 6-month pilot between NAEYC and the vendor will be defined in collaboration. This planning period will include discussion of recruitment, data collection, methodologies, and outcomes. NAEYC, in partnership with the vendor, will rely upon those with lived experience and other contractors to inform this process.

#### **Deliverable 1: Evaluation Plan – April 2024**

At the culmination of this collaborative process, the research design subcontractor will prepare an evaluation plan for NAEYC by late April 2024. This plan will include a design to assess the performance, validity and reliability of the revised items and scoring, and suggestions for the collaborative research pilot design. The plan will clearly articulate how the goals of the pilot will be achieved.

### **Deliverable 2: Assessment of Revised Accreditation Items and Scoring – September 2024**

Starting May 2024, the vendor will implement their proposed design to assess the validity, reliability and performance of items and scoring. The vendor will communicate progress to the applied research team at regular intervals and will deliver final recommendations/assessments in September 2024.

Recruitment of a diverse blend of up to 40 programs will begin in **September 2024** with the aim of launching the pilot in **March of 2025**. Throughout **September 2024-February 2025**, the vendor will provide regular consultation to the applied research team to help ensure that the items and scoring, the data system, and the communications mechanisms are set up to perform at the launch of the pilot. The research pilot will be launched in **March 2025** when the technology system is ready so that any learning from the pilot can also inform user-experience, data collection, analysis, and evaluation efforts.

The six-month pilot will extend from March 2025 through August 2025. The research vendor will collaborate with the applied research team – based upon the division of responsibilities identified during the planning period -- to review data as it is collected. Monthly data on program staff, child, and family demographics, item performance, scoring and user-experience will be collected and made available to the vendor.

### **Deliverable 3: Final Report – September 2025**

The vendor will prepare a final report based on the pilot's components for which the vendor has primary responsibility. It will detail for NAEYC the methodologies employed, key findings, and limitations.

## **IV. Submission Requirements**

### **Proposal**

A narrative and financial bid should be submitted to NAEYC. Supporting materials or documentation will be accepted as attachments to your proposal. Bidding vendors must address the elements listed below in the proposal. Proposals do not have to address these issues in this order, but all required elements must be included. Proposals longer than 10 pages will not be considered.

1. **Description of qualifications and experience** – Proposals should include background information about the vendor, its qualifications, and relevant experience – particularly experience with program and early childhood assessment evaluation and research pilot design.
2. **Description of methodology and project management**– Proposals should describe in clear language how the vendor will approach each task, the methodologies employed and project management. Proposals should detail how much involvement NAEYC will have throughout this project (i.e. frequency of meetings). This section should also include a proposed timeline for the project, from contract signing to launch (and support beyond launch).
3. **Description of commitment to inclusivity and diversity** – NAEYC believes in the principles of inclusivity and diversity and their merits and relationship to the development and nurturing of high performing organizations. The proposal should describe if and how the organization adheres to these principles.
4. **Budget** – The proposal should include a budget that includes the total development cost and ongoing post-implementation support costs (if applicable). The description of the cost should

clearly identify if the proposed amount is fixed price or variable based on time/level of effort. If the proposal is variable based on level of effort, vendor should describe how it arrived at the total proposed cost and how it ensures that costs do not exceed the total proposed cost.

5. **References** – Proposals should include client names and contact information for three clients within the past 24 months whom NAEYC can call on as references. Preference is for nonprofit or professional association clients. In submitting your proposal, you give permission for 1) NAEYC to contact these references and 2) the references to release information about the vendor to NAEYC.

The winning bidder will be selected solely by NAEYC. All vendor responses will be treated as proprietary information and will be used solely for the purposes described herein.

## **V. Evaluation and Reward Process**

### Evaluation Criteria

The first phase includes the distribution of this bid request and the evaluation of responses. Responses will be evaluated to determine which vendors provide the closest match to NAEYC's requirements.

Each vendor will be evaluated against the same set of criteria. Final scores and evaluation results will not be provided to respondents. The categories associated with the evaluation are listed below.

- Vendor Qualifications -- This category will consider the vendor's demonstrated ability to develop technology solutions for similar organizations, successfully collaborate with clients, act as a strong partner into the future, and to remain financially viable. The vendor's relevant experience, adherence to the principles of diversity and inclusion, client references, and the overall quality of the RFP response will also be included in this category.
- Proposal – This category will consider criteria such as the alignment between the proposed solution and NAEYC's needs,
- Development, implementation, and project management plan – This category will consider and the quality of the vendor's implementation plan and methodology,
- Cost-This category will evaluate the overall cost and level of services provided. NAEYC expects a detailed listing of the costs by phase of work and expected deliverables for each phase. The maximum possible bid for this work cannot exceed \$100,000.

### Contract Award Notification

This bid request does not commit NAEYC to award a contract. NAEYC reserves the right to waive or modify any requirement(s) in this bid request, with or without notice and with or without cause; to accept any proposals; and to reject all proposals, issuing a new call for bids.

## **VI. Timeline**

The following outlines NAEYC's timeline:

Activity	Date
Request for bid release date	January 16, 2024
Proposal submission deadline <sup>1</sup>	February 23, 2024
Proposal review	February 26- March 5 <sup>th</sup> , 2024
Contract award notification	March 8, 2024
Contract start date	March 15, 2024
Desired launch date	March 15, 2024

### **VII. Term of Contract**

This contract will last for 20 months.

### **VIII. Contract Negotiation**

Vendor must be willing to negotiate a contract with NAEYC in good faith and in a prompt, efficient, and cooperative manner. The successful Vendor will be required to agree to NAEYC's standard vendor contract, as set forth on Exhibit A, attached hereto and incorporated herein by reference. Please note that the terms set forth in Exhibit A are minimum required terms and that NAEYC reserves the right to modify such terms, in whole or in part, at any time prior to any final contract execution.

### **IX. Contractual Terms and Conditions**

Please refer to "Exhibit A", NAEYC's Standard NAEYC Contract Terms.

### **X. Contact information**

All questions and other correspondence concerning this request for bids must be submitted via email to:

Meghan Salas Atwell  
Senior Director, Applied Research  
[msalasadwell@naeyc.org](mailto:msalasadwell@naeyc.org)

### **XI. Additional Notes**

The successful vendor should not make any reference to NAEYC in any literature, promotional material or sales presentation without prior written consent from NAEYC's Chief Executive Officer.

NAEYC may make any and all inquiries as to the abilities of the individuals or organization to satisfy requirements of the RFP and to perform the work. This Request for Bids is not an offer to enter into an agreement with any party but rather, it is a request to receive bids from respondents interested in providing the services specified herein. NAEYC reserves the right to reject any or all proposals submitted and to contract in the best interests of NAEYC. NAEYC is not responsible for any costs or damages associated with Vendor's response, including copyright or other rights, regardless of the award or rejection of a proposal.

#### Exhibit A

##### NAEYC Standard NAEYC Contract Terms

1. Services. [Name of Company/Consultant] shall perform services for NAEYC as described in the scope of work, attached hereto as Exhibit B and incorporated herein by reference ("Services"). [Name of Company/Consultant] represents and warrants that [it/he/she/they] has the training, experience and skills necessary to perform and deliver the Services in a professional, competent, high quality and timely manner in accordance with all applicable laws and regulations. All Services shall be provided to NAEYC's reasonable satisfaction.
2. Term and Expiration. The term of this Agreement will commence on [insert date] and expire on [insert date] (the "Term"), unless terminated earlier as provided below. The Term may be extended by written mutual agreement of the Parties.
3. Termination. NAEYC may terminate this Agreement for any reason upon thirty (30) days prior written notice to [Name of Company/Consultant]. Should this occur, NAEYC shall have no further obligation to [Name of Company/Consultant] other than to compensate [Name of Company/Consultant] for services delivered and performed by [Name of Company/Consultant], and accepted by NAEYC, up and through the date of termination (including any approved expense reimbursements). If either party fails to perform its obligations hereunder or breaches warranties made herein, the aggrieved party may, after giving the other party seven (7) days written notice, terminate this Agreement; provided, however, that, if within the seven-day period set forth in said notice, the other party shall cure such default to the reasonable satisfaction of the aggrieved party, such notice shall be null and void and this Agreement shall continue in full force and effect.

Upon termination, [Name of Company/Consultant] will provide to NAEYC all incomplete work in progress that was intended to be delivered as part of the Services, and all rights to any materials developed or provided hereunder shall belong to NAEYC in accordance with this Agreement.

After termination or expiration of this Agreement, at no cost to NAEYC, [Name of Company/Consultant] will ensure that all confidential information is collected and returned to NAEYC or destroyed within 48 hours or earlier if and as required by ADDENDUM A (GDPR Data Security terms), as may be applicable. [Name of Company/Consultant] shall also provide written certification of that destruction within 48 hours. All equipment and supplies must also be returned, as well as any access cards and identification badges.

4. Payment Terms. [Name of Company/Consultant] will issue invoices to NAEYC when each payment is due and all undisputed amounts will be due by NAEYC within thirty (30) days of receipt of invoice. NAEYC may withhold payment until the Services provided by Consultant are accepted by NAEYC.

The payments set forth in Exhibit A shall constitute full consideration for all Services including fees, costs and expenses of any nature whatsoever and no other payments by NAEYC will be due [Name of Company/Consultant] for any reason except as agreed to in a written agreement signed by an authorized employee of NAEYC.

5. Timetable and Deadlines. [Name of Company/Consultant] shall develop and deliver the materials in accordance with NAEYC's timetable as described in Exhibit A. Missed deadlines, except when such missed deadlines are a result of delays or requests by NAEYC, shall constitute a material breach of this Agreement and NAEYC shall have the right to terminate this Agreement immediately.

6. Insurance. The work to be performed under this Agreement shall be performed entirely at the [Name of Company/Consultant]'s risk. The [Name of Company/Consultant] must carry appropriate workers' compensation, hazard, and liability insurance coverage written on an occurrence basis during the term of this Agreement. The [Name of Company/Consultant] must have NAEYC named as an additional insured on the [Name of Company/Consultant]'s policy and provide NAEYC with evidence that the appropriate insurance coverage is in effect.

7. Confidentiality. [Name of Company/Consultant] shall treat all material developed or provided by either party in connection with the Services as strictly confidential, and shall not use, disclose or permit to be used or disclosed such materials at any time prior to or after the termination of this Agreement, except in the performance of the Services or as specifically permitted in writing by NAEYC, whether [Name of Company/Consultant] has such information in its memory or it is embodied in writing or other form. Without limiting the foregoing, [Name of Company/Consultant] shall keep strictly confidential any information relating to the business or mission of NAEYC, its officers, directors, members, affiliates or employees if such information could reasonably be construed as confidential and was obtained in the course of [Name of Company/Consultant]'s providing services to NAEYC. Upon request, [Name of Company/Consultant] shall require its personnel and representatives to sign confidentiality agreements provided by NAEYC. Upon expiration or termination of this Agreement, [Name of Company/Consultant] will promptly return to NAEYC all confidential information regardless of format or medium or destroy such material, as NAEYC directs.

8. Use of NAEYC Intellectual Property. [Name of Company/Consultant] will not use NAEYC's name, logo or other intellectual property in any way without prior written consent from NAEYC, except to the extent the work performed contemplates their inclusion in the final work product. Any use of NAEYC's intellectual property is subject to NAEYC's prior written approval.



9. Ownership. All right, title and interest, including without limitation copyright, in any writings, notes, reports, results, materials, studies, photographs, software, application, website, drawings, designs, or other works or documents produced or developed under this Agreement, along with all related drafts, versions and other material (collectively the “Works”) are “works made for hire” as defined under the copyright laws of the United States and shall be owned exclusively by NAEYC.

To the extent any such works do not qualify as works made for hire, [Name of Company/Consultant] hereby unconditionally exclusively to NAEYC and its successors and assigns all right, title and interest, including but not limited to copyrights and other intellectual property rights, in and to all Works. Consultant further assigns to NAEYC all rights in any supporting data and material to the extent not protected by copyright and to the extent assignable. [Name of Company/Consultant] hereby agrees to execute any documents necessary to perfect such assignment and/or register said copyrights. Upon request from NAEYC, [Name of Company/Consultant] shall deliver to NAEYC (a) all tangible copies (including digital copies) of any Works, supporting data or material not delivered to NAEYC pursuant to this Agreement, and (b) any further documentation of NAEYC’s ownership as provided herein. [Name of Company/Consultant] may use the Works, supporting data and material only with the prior written approval of NAEYC, and any use shall include an acknowledgment that the material used is the property of NAEYC.

Any innovations, documents, materials, or information related to methods, tools, designs, techniques, know-how or analysis used in [Name of Company/Consultant]’s business, as well as the concepts, inventions, suggestions, creative ideas, plans, methods, research designs, questionnaire forms (unless provided by NAEYC), methods of process or questioning, systems of analysis, information and materials, whether or not patentable or copyrightable, developed by Consultant prior to the date of this Agreement and used by [Name of Company/Consultant] in connection with this Agreement (collectively, “Techniques”), shall not be considered work made for hire under state or federal law and shall at all times remain the exclusive property of [Name of Company/Consultant]. To the extent the Techniques are included in the Services performed herein, [Name of Company/Consultant] hereby grants to NAEYC a non-exclusive right and license to use, execute, reproduce, display, perform, and distribute copies of any Techniques as included in any project deliverable produced for NAEYC by [Name of Company/Consultant] as described in the applicable Statement of Work. [Name of Company/Consultant] shall be solely responsible for notifying NAEYC of any requirement to comply with the terms of, any third-party license required for NAEYC’s use of the Techniques.

10. System Security.

(a) [Name of Company/Consultant] warrants that it will implement all reasonable industry standard best practices and products to prevent intrusion, attack, data leak, and computer virus infection and preserve the integrity of the NAEYC’s confidential information including all sensitive, personal and system information on systems and in databases maintained by [Name of Company/Consultant] and in transfer to or from [Name of Company/Consultant] (including but not limited to using industry standard encryption technology). [Name of Company/Consultant] will ensure that the confidential information it stores is not susceptible to intrusion, attack, data leak, or computer virus infection. To the extent Vendor/Consultant is subject to European data and information privacy laws (hereinafter “GDPR” protections), the terms and conditions of Addendum A are incorporated herein and in the case of conflict with respect to such GDPR protections and this Section 10, Addendum A shall govern.

(b) [Name of Company/Consultant] shall notify the NAEYC in writing within five (5) hours after [Name of Company/Consultant] knows there has been an intrusion, attack, computer virus infection or loss of system or database integrity. If the breach of security occurs on a weekend or holiday, [Name of Company/Consultant] shall provide such notice within the first five (5) hours of the next day.

(c) Upon the NAEYC receiving notice of either of the following events, the NAEYC may terminate this Agreement immediately without penalties and recover all of its confidential information: 1) repeated (more than 3 per quarter) intrusions, attacks or computer virus infections of [Name of Company/Consultant]'s systems or databases; or 2) one instance in which there is a breach of security that results in the release or unauthorized disclosure of confidential data or information.

(d) Disaster Recovery. [Name of Company/Consultant] represents and warrants (i) that it has in place on the Effective Date of this Agreement, and will maintain throughout the Term of this Contract, a Disaster Recovery Plan that meets commercially reasonable best-practices and (ii) that [Name of Company/Consultant] will use commercially reasonable efforts to restore primary services within the Agreement or within twenty-four (24) hours in the event of any disaster that causes a system outage.

(e) Data Back Up. [Name of Company/Consultant] shall provide regular backups, at mutually agreed upon intervals and format, of all of NAEYC's data. All backups must be stored at locations other than the primary location for data storage.

(f) Back Up Copies. Upon NAEYC's request, [Name of Company/Consultant] will provide NAEYC with backup copies of NAEYC's data at intervals specified by NAEYC in a format that will permit NAEYC to reimport the data.

#### 11. Software/Systems Development.

(a) [Name of Company/Consultant] warrants that any software or system built or developed under this Contract will be designed, developed, configured and implemented in accordance with applicable security standards and best practices and, during the Term of this Agreement, or for two years from the Effective Date, whichever is earlier, [Name of Company/Consultant] will monitor the industry for discovered vulnerabilities in the technology used to create the Web Site. For any critical vulnerabilities that are discovered in the next two years, [Name of Company/Consultant] will notify Client of such and remediate the software or service within 48 hours to provide protections from these discovered vulnerabilities.

(b) [Name of Company/Consultant] warrants that any software or system built or developed under this Agreement will be designed, developed, configured and implemented in accordance with applicable security standards and best practices.

#### 12. Data Transfer.

(a) NAEYC requests real time End User information to be sent directly to NAEYC through a remote server using an open API. The application will include a link to NAEYC's privacy policy.

#### 13. PCI Compliance.

(a) [Name of Company/Consultant] acknowledges that it is responsible for securing credit card data that it possesses, stores or processes in the performance of the Agreement. [Name of

[Company/Consultant] represents and warrants that it shall implement and maintain certification of Payment Card Industry (“PCI”) compliance standards regarding data security and that it shall undergo independent third-party quarterly system vulnerability scans.

(b) [Name of Company/Consultant] shall promptly provide, at the request of the NAEYC, current certification of compliance with these data security standards, by an authority recognized by the payment card industry for that purpose. If during the term of the Agreement, [Name of Company/Consultant] undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI standards and/or other material payment card industry standards, it will promptly notify the NAEYC of such circumstances.

(c) [Name of Company/Consultant] represents and warrants that it shall not take any actions that will compromise NAEYC’s ability to comply with PCI standards.

14. Independent Parties. The Parties do not intend that anything in this Agreement or in its performance be construed to create an employer-employee relationship, partnership, agency, joint venture, joint employer or franchise relationship between the Parties. All activities set forth in this Agreement will be performed by [Name of Company/Consultant] and NAEYC as independent parties. [Name of Company/Consultant] will perform the Services with [Name of Company/Consultant]’s own equipment and supplies. Neither Party shall have authority to contract for or bind the other party and shall not incur obligations or liability for the other Party. Under no circumstances will any employee of either Party be deemed or construed to be an employee or agent of the other Party. Each Party will ensure that its agents comply with the terms of this Agreement. Each Party will be responsible for all of its own costs and expenses associated with its performance under this Agreement. NAEYC is not responsible for payment of any taxes, insurance or benefits for [Name of Company/Consultant] or its subcontractors, personnel or agents.

15. Notice. Any notice given under this Agreement shall be in writing and shall be made by personal delivery, U.S. mail, or reputable commercial overnight courier at the address contained in this Agreement or to such other address notified in lieu thereof. Notices will be sent by receipted means with all charges prepaid. Notice shall be deemed given the date of receipt if delivered personally, five (5) business days after its postmark if sent U.S. Mail and one (1) business day after written verification of receipt if sent by commercial overnight courier.

16. Representations and Warranties. [Name of Company/Consultant] represents and warrants that (i) it has the training, experience and skills necessary to perform its obligations under this Agreement in a professional, competent, high quality and timely manner in accordance with all applicable laws and regulations and (ii) it shall not infringe the intellectual property rights of others in the performance of this Agreement, and that the Works are original to [Name of Company/Consultant] and do not infringe the intellectual property or other rights of others.

17. Indemnification. Each Party shall indemnify, defend and hold harmless the other Party, its officers, directors, members, employees and agents from and against any and all claims, demands, suits, costs, liabilities, losses and expenses (including reasonable attorneys’ fees) arising out of or in connection with (i) the services or Works provided hereunder, (ii) any negligent or intentional acts or omissions of such Party or any of its officers, directors, employees, or agents; (iii) the inaccuracy or breach of any of the covenants, representations, obligations and warranties made in this Agreement; and (iv) any action by a third party against NAEYC or its affiliates or representatives

relating to the Works, supporting data or materials. The indemnified party shall provide prompt written notice to the indemnifying party of any actual or threatened claims arising pursuant to this Section.

18. No Assignment. Neither Party shall assign any rights or obligations under this Agreement.

19. Compliance with Laws.

(a) [Name of Company/Consultant] represents, warrants, and agrees that, in connection with the transactions contemplated by this Agreement: (i) [Name of Company/Consultant] can lawfully work in the United States and

(ii) [Name of Company/Consultant] will obtain, at its own expense (except to the extent otherwise explicitly stated in this Agreement) any permits or licenses required for [Name of Company/Consultant]'s services under this Agreement.

(b) Each Party must comply with all applicable statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the District of Columbia, and any other jurisdiction(s) in which each is organized or authorized to do business, including any applicable anti-bribery laws (each an "Applicable Law") which are applicable to the work to be done by [Name of Company/Consultant] under this Agreement including but not limited to those European GDPR laws and regulations as set forth in the Addendum A to this Agreement to the extent applicable to such Consultant as a vendor thereunder (in each case, an "Applicable Law"). [Name of Company/Consultant] must not take any actions that might cause NAEYC to be in violation of any of such Applicable Laws.

20. Governing Law. This Agreement will be interpreted, governed by and construed in accordance with the laws of the District of Columbia without giving effect to any conflict of law rules that would make the law of another jurisdiction applicable. Any claim or cause of action arising out of this Agreement shall be adjudicated exclusively in the courts of the District of Columbia, and the Parties hereby submit to personal jurisdiction in such courts.

21. General Terms. This Agreement shall become binding when signed by the Parties and constitutes the entire agreement between the Parties on the subject matter hereof and supersedes all prior and contemporaneous agreements and statements, of the Parties, whether written or oral. This Agreement may be amended only by a written agreement signed by both Parties. The provisions in this Agreement that by their nature are intended to survive expiration or termination of this Agreement shall survive including but not limited to the ownership, indemnification and confidentiality provisions. Either party's waiver of, or failure to exercise, any right provided for herein shall not be deemed a waiver of any further or future right under this Agreement. If any provision of this Agreement is deemed invalid or unenforceable, the other provisions herein shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. Facsimile and electronically scanned signatures on this Agreement shall have the same force and effect as an original signature. Any Exhibits or Schedules referenced or attached to this Agreement are integral parts of this Agreement and are incorporated herein by reference. The captions contained in this Agreement are for reference and convenience only and may not be used to interpret the provisions or intent of this Agreement.

IN WITNESS WHEREOF, the parties' duly authorized representatives have signed this  
Consultant/Vendor Services Agreement.

National Association for the Education of Young Children	[Insert name of Company/Consultant]
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date: