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15. **GOVERNING LAW.** This Agreement shall be governed by, construed and enforced under, and subject to, the laws of the State of New York, without giving effect to choice of law principles. Any dispute arising from the subject matter hereof shall be brought only in the state or federal courts located within the Southern District of New York, and both parties consent to the personal jurisdiction of such courts.

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 - b. All School Employees participating in, implementing, or leading any Training incorporating, referencing or utilizing the Licensed Materials.
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