

## AGREEMENT

This Agreement is entered into this 14 day of February 2022 (“Effective Date”), by and between Academy of the Canyons (hereinafter called “School”) with a primary business address located at 26455 North Rockwell Canyon, Santa Clarita, California, 91355, and Yale University acting by and through the Yale Center for Emotional Intelligence (hereinafter called “Yale”) with an office located at 350 George Street, New Haven, CT 06511. School and Yale may be referred to herein individually as a “Party” or collectively as the “Parties.”

## WITNESSETH

WHEREAS, in furtherance of Yale University’s educational mission, the Yale Center for Emotional Intelligence undertakes to provide training and technical assistance services in its RULER approach to educational agencies and not-for-profit educational organizations for the purposes of promoting teacher and student social and emotional development in schools; and

WHEREAS, School desires to engage Yale in the provision of services described in the foregoing and Yale is willing to provide such services in accordance with the terms and conditions set forth below;

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Services. During the term of this Agreement, Yale agrees to provide School with certain training and technical assistance services as described in Exhibit A (Scope of Work) attached hereto (the “Services”). The Services shall be provided by Yale to School through an online learning platform located at [www.ruler.novoed.com/traininginstitute](http://www.ruler.novoed.com/traininginstitute) (the “Platform”) in accordance with Exhibit A.
2. Consideration. In consideration for the Services to be provided hereunder, School agrees to pay Yale the sum of **\$8,000.00 USD**, payable as follows:

\$8,000.00 USD within thirty (30) days of full execution of this Agreement.

Payments shall be made to Yale University (Tax ID # 06-0646973) with a reference to “**Yale Child Study Center - Yale Center for Emotional Intelligence**” and sent to the following remittance address:

Yale Center for Emotional Intelligence  
School Relations and Implementation Team  
350 George Street  
3<sup>rd</sup> Floor – Suite A352  
New Haven, CT 06511

Or wired to:

Bank Name: Bank of America  
100 West 33<sup>rd</sup> Street  
New York, NY 10001

ABA Number: 026009593  
SWIFT Number: BOFAUS3N  
(international only)  
Account Title: Yale University  
Account Number: 0050296726

3. Term. This Agreement covers the period commencing from the Effective Date and, unless earlier terminated in accordance with this Agreement, shall continue in force and effect for two (2) years thereafter (the "Initial Term"). Upon the expiration of the Initial Term, the parties may agree to extend this Agreement in a separate writing executed by authorized representatives of the Parties hereto.

4. Termination. This Agreement shall remain in force and effect for the duration of the Initial Term, as may be extended pursuant to Section 3 above, unless sooner terminated as follows:

(a) Either Party may terminate this Agreement for any reason at any time forty-five (45) days' prior to the first training session via written notice to the other Party. Cancellations by School within forty-five (45) days of the scheduled date of Services will not be entitled to a refund of any fees paid hereunder;

(b) If either Party breaches any provision of this Agreement, and the breach is not cured within thirty (30) days after the other Party gives written notice of such breach, then such other Party may terminate this Agreement by giving written notice thereof to the breaching Party; and

(c) Yale shall have the right to terminate this Agreement immediately by providing written notice to School in the event School enters into bankruptcy, becomes insolvent, or is otherwise unable to pay its debts as they come due.

5. Effect of Termination. Upon expiration or termination of this Agreement, all licenses and rights granted by Yale hereunder shall terminate, and, Platform access will end, but the School may continue to use copies of Training Materials in its possession or control as a result of this Agreement. No termination of this Agreement shall affect any liabilities of the Parties that may have accrued prior to the date of termination. To the extent any balance is due and remaining by School to Yale hereunder, such balance shall immediately become due and payable by School upon the date of expiration or termination hereof. The Parties shall have a continuing obligation after termination or expiration of this Agreement to comply with any provision hereof that by its sense and context is intended to survive expiration or termination hereof.

6. Notices. Any notices given under this Agreement shall be in writing and shall be deemed delivered when sent by first-class mail, postage prepaid, addressed to the Parties as follows:

School

Academy of the Canyons  
26455 North Rockwell Canyon  
Santa Clarita, California

Yale University

Yale Center for Emotional Intelligence  
350 George Street  
New Haven, CT 06511  
United States

7. Ownership of Training Materials.

(a) Copies of any and all manuals, posters, documentation, and other materials provided by Yale to School pursuant to this Agreement, in any format and regardless of medium, including, without limitation, RULER resources (collectively, the “Training Materials”) is and shall remain the sole and exclusive property of Yale. School acknowledges that the Training Materials are protected by United States copyright laws, and Yale holds and retains full intellectual property and proprietary rights, title and interest in and to all Training Materials (in whole or in part).

(b) School is permitted to make customizations of the Training Materials as necessary for the implementation of the RULER approach at School provided that, and solely to the extent, School uses the Training Materials and any and all such customized materials for its internal training purposes only and School instructs and ensures that all use thereof will be limited solely to its administrators and educators at the premises of the School in accordance with the provisions of this Agreement. School hereby grants Yale the non-exclusive, perpetual, worldwide right to use and incorporate in Yale’s sole discretion such customized materials (in whole or in part) for the purposes of improving the Training Materials and furthering the goals and objectives of the RULER approach. Any copies or customizations of the Training Materials made permitted under this Agreement must include the copyright notice as follows:

*“RULER Resource Materials. Copyright © 2013 Yale University. All Rights Reserved.”*

School agrees and acknowledges that, except as provided under this Agreement or expressly permitted in writing and in advance by Yale, School is neither authorized nor licensed to reproduce, distribute, transmit, modify, translate, abridge, or otherwise use or create derivative works of the Training Materials, or any other copyrightable materials distributed to it by Yale hereunder, for any purpose, and Yale reserves all rights.

(c) School is prohibited from sharing or distributing Training Materials to, and conducting RULER staff development trainings with, any person or entity not currently employed by School as an administrator or educator. No other third party is authorized to use the Training Materials for any purposes.

(d) School shall notify Yale of any infringement that may come to its attention and cooperate in good faith with Yale with respect to any responses to such infringement. Yale shall have the sole right to determine any appropriate response to infringement. Upon Yale’s request, School will assist Yale to protect, perfect, and enforce Yale’s rights in the Training Materials, customizations thereto made by School, and/or any other copyrightable materials distributed to School by Yale hereunder. School agrees to take all appropriate action and to execute any and all documents, necessary, or reasonably requested by Yale, to establish, effectuate, and preserve Yale’s rights with respect to any and all of the foregoing.

8. Publication of Results. In furtherance of Yale’s mission to publish and disseminate knowledge, Yale and its faculty, employees and/or students may publish the results of the Services (including, without limitation, anonymized results from any staff training feedback surveys conducted by Yale) without prior approval of School. Yale shall have the final authority to determine the scope and content of any such publications or presentations made by its faculty, employees and/or students consistent with its policies and procedures.

9. Use of Name. Neither Party shall employ or use any name, logos, symbols or marks of the other Party in any press releases, marketing materials and/or advertising without the prior express written permission of such other Party. This restriction shall not include legally required disclosures by either Party that identifies the existence of this Agreement.

10. Use of the Platform. School agrees to be bound by and shall comply with all terms and conditions for use of the Platform communicated to School by Yale, including, but not limited, to: ruler.online/terms. Except to the extent caused by Yale's gross negligence or willful acts, Yale shall not be responsible or liable to School and/or its employees, contractors, representatives and/or agents in connection with use of the Platform by any of the foregoing.

11. Relationship of Parties. The relationship of School and Yale established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of employment or agency, nor shall either Party's employees, contractors, agents, or representatives be considered the employees, contractors, agents, or representatives of the other Party. Nothing in this Agreement shall be construed to constitute the Parties as partners or joint venturers, or allow either of the Parties to create or assume any obligation on behalf of the other Party.

12. Force Majeure. Neither Party shall be liable for any failure to perform its obligations as required by this Agreement (other than obligations to make monetary payments) to the extent such failure to perform is caused by any reason beyond such Party's reasonable control, including, without limitation, any of the following: labor disturbances or disputes of any kind, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.

13. Insurance. School shall procure and maintain for the term of this Agreement general liability insurance with a combined personal injury, bodily injury (including death) and property damage limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such coverage shall act as primary insurance and no coverage of Yale shall be called upon to contribute to a loss. School will notify Yale of any significant change thirty (30) days prior to each such change.

14. Responsibility. School shall be fully responsible for its own negligent acts or omissions and the negligent acts or omissions of its employees, contractors, agents and/or representatives, to the extent allowed by law. School represents and warrants that it will comply with all applicable laws, rules and regulations, it has full power and authority to enter into and perform its obligations under this Agreement, and the person who has executed this Agreement on behalf of the School has the authority to bind School.

15. NO WARRANTIES. SCHOOL EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICES, PLATFORM, AND TRAINING MATERIALS IS AT SCHOOL'S SOLE RISK. THE PLATFORM AND TRAINING MATERIALS ARE PROVIDED "AS IS" AND YALE MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTER, INCLUDING, WITHOUT LIMITATION, THE USE OR RESULTS OF THE SERVICES, PLATFORM AND/OR TRAINING MATERIALS; OR THE ACCURACY, COMPLETENESS, PERFORMANCE, OWNERSHIP, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE FOREGOING. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY YALE OR A YALE AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSION MAY NOT APPLY TO SCHOOL.

16. Limitation of Liability. Neither Party shall be liable for any indirect, special, incidental, punitive, or consequential damages (including, without limitation, damages for lost profits or business) suffered by the other Party or any others resulting from use of the Services, Platform and/or Training Materials, even if advised of the possibility of such damages. In no event shall Yale's total liability to School for all damages, losses, and causes of action (whether in contract, tort including negligence or otherwise) exceed the amount paid by School hereunder.

17. Assignment. Neither Party shall assign, transfer, or delegate this Agreement to any other person or entity, without the prior written consent of the other Party, and any purported assignment without such consent is null and void.

18. Severability. In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement that can be given effect without the invalid provision, and all such remaining provisions shall continue in full force and effect.

19. Entire Agreement; Amendments. This Agreement, together with Exhibit A attached hereto, which is fully incorporated herein and made a part hereof, constitutes the entire agreement between the Parties and supersedes all previous agreements, oral or written, between them with respect to its subject matter. No amendments or modifications to this Agreement shall be effective unless made in writing and signed by an authorized signatory of each Party.

20. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person or entity, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the Parties to this Agreement.

21. Controlling Law. This Agreement and its terms and conditions shall be governed by the laws of the State of Connecticut and it shall be interpreted in accordance with Connecticut law without regard to its conflicts of law provisions.

22. Similar Services. Nothing in this Agreement shall be construed to limit the freedom of Yale or its personnel from engaging in or contracting for the provision of similar services with any other parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers or representatives.

SCHOOL

YALE UNIVERSITY

Signature: 

Signature: \_\_\_\_\_

Printed Name: Ralph Peschek

Printed Name: Arnim Dantes

Title: Chief Business Officer

Title: Deputy Dean, YSM Finance and Administration

Date: 1/12/22

Date: \_\_\_\_\_

**Read and acknowledged by:**

YALE CENTER FOR EMOTIONAL INTELLIGENCE

Signature:  \_\_\_\_\_

Printed Name: Nicole Elbertson, M.Ed.

Title: Director of Content and Communications

**EXHIBIT A**  
**SCOPE OF WORK**

<b>Component</b>	<b>Description</b>
<p>RULER Institute Online: Creating Emotionally Intelligent Schools (for up to 5* administrators and educators from School)</p> <p><i>*Please note that any changes made to participant names or contact information within 10 days of the start of training will be charged \$100.00 per change.</i></p>	<p>Customized trainings are critical to the success and fidelity of RULER. The RULER Institute Online: Creating Emotionally Intelligent Schools will be held for up to 5 administrators and educators from your school. (We recommend that the team include one school administrator and at least two educators or mental health professionals at the School).</p> <p><b>(Year 1 only)</b> The online institute will consist of six weeks of interactive training on the skills and tools of emotional intelligence, delivered by a team from the Yale Center for Emotional Intelligence via the Platform. The six-week institute will require one to two hours of participation per week for each team member.</p>
<p>RULER Implementation Coaching for Quality Assurance</p>	<p>Monitoring and supporting the quality of RULER implementation is essential for ensuring program fidelity, efficacy, and sustainability.</p> <p>Virtual group coaching sessions will be provided to trained School administrators and educators to support the implementation process, model RULER tools, debrief the RULER implementation process, and provide overall guidance and support.</p> <p>Follow-up electronic newsletters also will be sent to attendees of the RULER Institute Online: Creating Emotionally Intelligent Schools to support RULER rollout.</p>
<p>RULER Online Resources</p>	<p><b>(Year 1 and Year 2)</b> Authorized School administrators and educators will have access via the Platform to online resources throughout both contract years following training, including videos, staff courses, activity guides, sample student lessons, and other resources to support the seamless integration of RULER into staff development, classroom instruction, and family engagement.</p>
<p>Classroom Implementation</p>	<p><b>(Year 1 and Year 2)</b> Webinars via the Platform will be offered for authorized members of the School’s RULER Implementation Team. They will address</p>

Webinar

elementary, middle, and high school topics and provide overall guidance and support in the RULER implementation process.

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