

**Agreement and Terms of Use –
Between Rutgers, The State University of New Jersey
And**

Sterling Regional High School

5035

**for the use
of the
New Jersey School Climate Improvement Platform and Survey**

I. BACKGROUND:

Rutgers, the State University of New Jersey (“Rutgers”) has developed a cloud-based platform called the New Jersey School Climate Improvement Platform (“NJ SCI Platform” or “Platform”) that enables school districts and/or Local Education Agencies (LEAs) (“District”) to implement a survey (also developed by Rutgers) called the New Jersey School Climate Improvement Survey (“NJ SCI Survey”) designed for students in grades 3-12, staff and parents/caregivers; and also to use an optional companion tool called the School Climate Observation Walkthrough Tool (“SCOWT”). The purpose of the Platform, Survey, and associated materials are to allow schools to engage in a multi-year systems-level school climate change process to improve learning environments for all stakeholders. Use of the Platform and Survey will be available, at no cost to New Jersey schools or districts. Only New Jersey public school districts and charter schools, including approved private schools for students with disabilities (APSSDs), as determined by the district, school, or program’s designation of a unique code number through the State of New Jersey Department of Education, are eligible to use the NJ SCI Platform. The School District (“District”) and Rutgers are entering into this agreement (“Agreement”) for their mutual benefit and on the terms set out below. Rutgers and the School Climate Transformation Project (SCTP) reserve the right to change or modify the Terms of Use for the NJ SCI Platform at any time. Each eligible district, school or program with an approved unique code number will be set up as its own “District” in the Platform.

1. Grant of License to NJ SCI Platform. Subject to the terms and conditions of the Agreement Rutgers hereby grants District the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for District’s use (including use by District’s students, staff and parents/caregivers specifically approved and/or invited by the District (“Authorized Users”).

II. Limitations on License.

1. The following limitations and restrictions will apply to District’s use of the Platform: (a) District will not provide access to the Platform to any person who is not an Authorized User or knowingly provide access to the Platform to any another party, district, school, or program which is ineligible (as defined in Section 1) to use the resources or not otherwise associated with the District (b) to the extent possible only official, District-issued and District-owned emails will be used to access the Platform (c) Except as expressly permitted hereunder, District will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or

otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (ii) modify, translate or create derivative works based on the Platform; (iii) use the Platform for the benefit of a third party; (iv) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (v) remove or obscure any proprietary notices or labels of Rutgers or its suppliers on the Platform.

III. District Ownership.

1. District owns (a) any data District or Authorized Users input into the Platform that identifies District or its students, staff or parents (including Authorized Users) and any Survey responses provided by District, its students, staff or parents (including Authorized Users) (“User Data”), and (b) any other data and content provided by District or Authorized Users to Rutgers or input into the Platform, such as observational data (including those generated through use of the SCOWT), local data, meeting notes, or other supplemental materials (“Supplemental User Data”, and, together with the User Data, “District Data”). District ownership of User Data is restricted such that demographic data (e.g., gender, race, staff role) provided voluntarily by participants on the NJ SCI Survey will be redacted from datasets to protect the confidentiality of participants. The only information from the NJ SCI Platform that may be shared directly with the NJDOE would be that the District has agreed to the Terms of Use for the NJ SCI Platform, unless otherwise required by law or court order.

District hereby grants to Rutgers a non-exclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers) perpetual, irrevocable right and license to:

- i. to copy, distribute, use, display and create derivative works of the User Data to perform Rutgers’s obligations under the Agreement;
- ii. to copy, modify and use District Data to create aggregated, non-personally identifiable data or information (“Deidentified Data”) which will be used to report statewide trends and insights to the NJDOE to support informed decision-making;
- iii. to copy, distribute, display, create derivative works of and use aggregated, de-identified data to investigate the psychometric qualities of the instrument and make iterative changes to improve the instrument, and use Platform analytics to inform modifications and improvement to the interface and associated tools.
- iv. to copy, distribute, display and create derivative works of and use Supplemental Data for any and all purposes, in any form, media or manner.

District reserves any and all right, title and interest in and to the District Data other than the licenses therein expressly granted to Rutgers under this Agreement. Rutgers will inform users of any human subjects research that may be initiated at any point during the provision of access to the Platform and enable District leaders to be informed of the research as required by the IRB, including, but not limited to, the use of the Deidentified Data for benchmarking, research or development purposes, including published research.

IV. Rutgers Ownership.

1. Rutgers retains all right, title and interest in and to the Platform, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Rutgers also owns all intellectual property rights to the Survey. Rutgers reserves rights to the names “New Jersey School Climate Improvement Platform” and “New Jersey School Climate Improvement Survey” and the associated logos shown on Exhibit B. Rutgers grants no, and reserves any and all, rights other than the rights expressly granted to District under this Agreement with respect to the Platform.

V. User Feedback and Personal Information.

1. District may from time to time provide suggestions, comments for enhancements or functionality or other feedback (“Feedback”) to Rutgers with respect to the Platform. Rutgers has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. District hereby grants Rutgers a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.
2. The NJ SCI Platform collects and stores information provided by users, including name, district-issued email address, school district, school name(s) (if applicable) and district/school role information during onboarding. The information collected may be shared with a third-party vendor, that follows its own data privacy and security protocols, to facilitate communication only for the purposes of the NJ SCI Platform and associated projects. Rutgers University will not use or share your personal information for any other purposes.

VI. Rutgers Responsibilities.

1. The parties understand that any and all of Rutgers’ obligations under this Agreement are contingent on there being sufficient funding provided by the New Jersey Department of Education or some other source. Rutgers has no independent financial obligation to carry out any of the services envisioned under this Agreement.
2. Rutgers will provide access to the NJ SCI Platform to Districts to facilitate data collection for the NJ SCI Survey and to support data analysis and prioritization of needs.
3. Rutgers will provide access to District personnel and school users to NJ SCI Platform features such as team development resources; planning and notetaking tools; supports for supplemental data collection; a framework to prioritize needs and help set measurable goals; tools to monitor and graph progress, strategy alignment resources, and mechanisms designed to track the quality of strategy implementation, allow for storage of archived data, as well as other features.
4. Rutgers staff will provide technical assistance and support to school and District users, including the following:

- Protocols and technology to identify unusual or suspicious behavior and a process to inform the local survey coordinator
- Back-end data correction or investigation of user concerns or questions
- Asynchronous online trainings and supportive resources made available statewide to support Platform use
- Providing, on request, access to raw data exports from the NJ SCI Survey (e.g., CSV files) contingent with the following requirements:
 - Demographic data will be redacted to protect the confidentiality of respondents
 - It is prohibited to use data for evaluative or punitive purposes as related to staff and their employment
 - Any data used by the District, school, and/or personnel authorized by the district, for research purposes must go through the proper human subjects protection processes required locally

VII. District Responsibilities.

1. District will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Rutgers promptly of any such unauthorized access or use, and (b) use the Platform only in accordance with the obligations and understandings included in this Agreement as well as all applicable laws and regulations.
2. The District will set protocols so that the NJ SCI Platform can only be accessed on password-protected devices, approved by District. The user shall have full responsibility for any breaches to or loss of data related to use of non-compliant devices.
3. District will ensure that everyone it is authorizing to use the Platform completes a platform user acknowledgement with the following cautions and/or disclaimers regardless of their user categorization/authorization to perform functions in the Platform:
 - It is prohibited to disclose any data and/or other content gathered from the Platform without authorization from the school building leader and/or District coordinator. It is the responsibility of the District leader to decide and communicate to school leaders and teams the level of authorization required to release data.
 - It is prohibited to use any District Data for evaluative, punitive, or exclusionary purposes
 - Users must exercise care and caution, including consulting with appropriate personnel such as an Affirmative Action Officer or the equivalent, when interpreting and acting upon data related to minority and/or marginalized groups to ensure equitable access to resources and opportunities
- District understands and agrees to the following acknowledgements:
 - It is solely the District and Authorized User's responsibility to comply with any and all laws with respect to the administration of the NJ SCI Survey. New Jersey currently has statutory law with respect to active parental consent (*N.J.S.A.* 18A:36-34) and passive parental consent (*N.J.S.A.* 18A:36-34.1). Please be advised that some items on the student surveys may require that schools conduct a passive consent process in accordance with these laws. The SCTP recommends as best practice that a District or School notify parents and caregivers about students' participation in school climate surveys. While the

administration guidelines provided include examples of suggested language for communicating with parents and caregivers about the survey and facilitating the passive consent process, the SCTP and Rutgers University do not make any representations with respect to compliance with any law. Your district should consult your local board and counsel for guidance on compliance with all applicable laws and policies relating to parental consent for any student surveys or assessments conducted through the NJ SCI Platform.

- The data, reports, information, recommendations, and other resources provided by the NJ SCI Platform are for informational purposes only and are in no way representative of the opinions or recommendations of Rutgers, School Climate Transformation Project (SCTP), or the NJDOE.
- If District grants access to view the data reports to parents and/or families (in viewing-only role) the District and/or schools assume all risks associated with the wide accessibility of disaggregated data for all domains and items available on the survey.
- If District knowingly grants access to the NJ SCI Platform resources to any another party, district, school, or program which is ineligible (as defined in Section 1) to use or access the resources or otherwise not affiliated with the District, Rutgers University reserves the right to immediately delete the workspace and all associated users and data for the ineligible school or program, and/or to terminate this agreement in its totality (see Section X), unless the District is able to prove their eligibility (as defined in Section 1) within ten days of receiving notice from Rutgers University.

VIII. Data Security.

1. Rutgers will implement and maintain reasonable administrative, physical and technical safeguards (“Safeguards”) which attempt to prevent any collection, use or disclosure of, or access to District Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard District Data. Such information security program includes: (a) physical security of all premises in which District Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Rutgers to perform any part of the services hereunder.
2. Rutgers has implemented administrative, technical, and physical security procedures to protect information stored in our servers, which are located in the United States. It uses security safeguards such as physical access controls to buildings and files, at-rest data encryption, and in-transit data encryption using HTTPS with TLS 1.3 to help prevent unauthorized access to the information it maintain. Despite this, neither the Internet nor any data storage system can be guaranteed to be 100% secure.

IX. Right to Data Destruction.

1. Only users with the roles and associated permission levels of “Superintendent/Chief School Administrator (CSA)/Charter School Lead” and/or “School Principal” will be able to remove data associated with survey deployments directly from their district users’ interface in the Platform, provided there are no existing or expected responsibilities under law or court order to retain the data. After the initial removal of data occurs, the Superintendent/CSA/Charter School Lead will have an option to permanently delete the data from the system. Rutgers will make reasonable efforts to permanently destroy or otherwise render District Data inaccessible, subject to rights in

the Data granted to Rutgers or any legal obligation. Notwithstanding the foregoing, Rutgers will not delete deidentified aggregated data that it has already collected.

2. If it is necessary to remove a School site from the NJ SCI Platform for any reason, the Superintendent/CSA/Charter School Lead can permanently delete a School site and all associated “user data.” It is the sole responsibility of the District to notify users and request that any data or other materials are archived prior to loss of access. Superintendent/CSA/Charter School Lead acknowledges that all information stored on the platform for the deleted School (e.g., data, strategic plans and/or goals set by schools) will also be lost, and will not be able to be recovered. District projects utilizing data and/or other Platform materials for monitoring strategy implementation and/or district-wide or school-level goals, including for any externally mandated reporting (e.g., school improvement requirements, outcomes reporting for funders), will no longer have access to Platform data for the deleted School. The Superintendent/CSA/Charter School Lead may recreate the School and invite the principal at their discretion (Terms of Use for the NJ SCI Platform).
3. In the event the Superintendent/CSA/Charter School Lead wishes to terminate the District’s use of the Platform, deactivate the District site and all School sites, and destroy all “user data,” written notification must be provided to Rutgers University as described in Section X.

X. Term/ Termination.

1. The term of this Agreement will commence on the date the Agreement is fully executed (“Effective Date”) and will renew annually unless a party gives notice of intent to terminate no less than thirty (30) days prior to the renewal date. Notwithstanding the foregoing, this Agreement shall terminate automatically if there is insufficient funding from NJDOE or some other sponsor to support the activities envisioned in this Agreement. Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other party. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days’ notice after receiving notice thereof. Upon any termination of this Agreement for any reason, Rutgers may, but is not obligated to, in its sole discretion and without delivery of any notice to District, delete any District Data stored or otherwise archived on the Platform or on Rutgers’s network. Upon termination of this Agreement, all rights granted hereunder and all obligations of Rutgers to provide the Platform will immediately terminate and District will (a) cease use of the Platform; and (b) return or destroy all other copies or other embodiments of Rutgers’s Confidential Information (defined below).

XI. Survival.

1. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections II, III, and IV (Ownership; Reservation of Rights), X (Term;Termination), XI (Survival), XIV (Disclaimer), XV (Limitations of Liability), XVI, XVII and XVIII (Indemnification), and XIX (General) will survive.
2. As used herein, “Confidential Information” means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the “Disclosing Party”) that the Disclosing Party has either marked as

confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); Rutgers's Confidential Information includes, without limitation, the Platform and associated tools and resources. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and/or proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information.; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

XII. Dispute Resolution.

1. The parties agree to use best efforts to resolve any dispute amicably. Should they be unable to resolve a dispute in thirty (30) days, the dispute will be escalated to higher administrators at the respective institutions with authority to settle the dispute. Only if this higher level effort to resolve the dispute fails (after thirty (30) days) will either party take legal action.

XIII. Representations and Warranties.

1. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. District represents and warrants that it has the right to provide the District Data for the purposes contemplated by this Agreement.

XIV. Disclaimer.

1. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN “AS-IS” BASIS AND RUTGERS DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY’S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

XV. LIMITATIONS OF LIABILITY

1. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

XVI. Indemnification by Rutgers.

1. Except for liability for which District is responsible under Section XVII, Rutgers will indemnify, defend and hold District and the officers, directors, agents, and employees of District (“District Indemnified Parties”) harmless from settlement amounts and damages, liabilities, penalties, costs and expenses (“Liabilities”) that are payable to any third party or incurred by the District Indemnified Parties (including reasonable attorneys’ fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party’s copyright or results in a misappropriation of such third party’s trade secrets. Rutgers will have no liability or obligation under this Section XVI if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Rutgers without Rutgers’s express consent; (b) the combination, operation, or use of the Platform with other product(s), data or services not provided by Rutgers where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by District has become, or in Rutgers’s opinion is likely to become, the subject of any claim of infringement, Rutgers may at its option and expense (i) procure for District the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an

equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. This Section XVI states Rutgers's entire obligation and District's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

XVII. Indemnification by District.

1. District will indemnify, defend and hold Rutgers and officers, directors, agents, and employees ("Rutgers Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Rutgers Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by District or Authorized Users of the Platform in violation of this Agreement or (b) the District Data (including, but not limited to) use of data for evaluative purposes related to staff; 2) use of data for punitive purposes for any stakeholder or group; 3) creation of false data entries, deletion of data, or other unauthorized data manipulation on the part of participants; 4) harm or injury related directly or indirectly to the administration of the survey and/or failure to follow guidelines for best practices for survey administration, including the distress of respondents and associated injuries or incidents; 5) posting, uploading, and/or use of obscene, personally identifying, or otherwise confidential or protected materials; 6) inappropriate or irresponsible use of sensitive data related to legally protected categories, sub-groups and characteristics; Unauthorized data sharing or release resulting from intentional action of users (e.g., sharing photos of reports) and/or unintentional actions (e.g., failing to log out of the Platform when using a public computer); 7) activities or actions that violate affirmative action provisions or other obligations and responsibilities of Districts under local, state, and federal law, including but not limited to harassing and/or bullying behavior; 8) failure on the part of District and/or school staff to follow mandated reporting guidelines in a timely way for supplemental data or materials generated by and posted voluntarily by the school (e.g., open-ended survey responses from students that include a plea for help).

XVIII. Indemnification Procedure.

1. If a District Indemnified Party or a Rutgers Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section XVI or Section XVII as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action that includes an admission will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

XIX. General

1. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted

assignment by either party otherwise than in accordance with this Section XIX will be null and void.

2. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.
3. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorneys' fees.
4. District acknowledges that any unauthorized use of the Platform may cause irreparable harm and injury to Rutgers for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, District further agrees that Rutgers will be entitled to injunctive relief in the event District uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement.
5. All notices under this Agreement will be in writing and sent to the recipient's email address and mailing address below and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

Rutgers Email Address
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Rutgers Mailing Address:

ATTN: Elizabeth Minott
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6. The use of the names and logos of the School Climate Transformation Project (“SCTP”), the New Jersey SCI Survey (“NJ SCI Survey”) and New Jersey SCI Platform (“NJ SCI Platform”) is restricted to materials generated through the NJ SCI Platform for use by the District (e.g., data reports, sample letters). The aforementioned logos may not be used with any materials generated directly from the Platform that have been altered or modified in any way, or as part of materials generated by the District or another party. Neither party will use the other party’s name and/or logos in a manner suggesting affiliation with or representation of the other party without prior written permission, nor will either party present the other party’s name and/or logos as their own.
7. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics and pandemics, government regulations, orders, shut downs or stay at home orders, changes in laws or regulations, strikes, labor disputes, terrorism, civil disorder, fire, communication line failures, power failures, server outages or failures, earthquakes, floods, blizzard, or other natural disasters (a “Force Majeure Event”). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.
8. This Agreement will be governed by the laws of the State of New Jersey without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Trenton, New Jersey and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

Sterling Regional High School

Superintendent

DocuSigned by:

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Matthew Sheehan

03/16/2023