

SANFORD HARMONY™

MEMORANDUM OF
UNDERSTANDING

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN SYSTEM MANAGEMENT GROUP AND INSTITUTION

This Memorandum of Understanding ("MOU") is made and entered into between System Management Group, also known as National University System, a California Organization corporation operating Sanford Programs ("NUS"), and Institution ("Institution") collectively, the "Parties", with reference to the following facts:

WHEREAS, NUS has established the Sanford Harmony Program ("SHP"), a social and emotional learning program designed to build healthy relationships among Pre-K-6th grade students and provide professional development training. The goal of Sanford Programs is to build awareness of commonalities and celebrate differences among diverse students. The Sanford Harmony Program was developed by researchers at Arizona State University and is implemented by Sanford Programs in La Jolla, California;

WHEREAS, Institution, as defined in paragraph 5.a., recognizes the importance of promoting collaboration between universities and the larger education community and shares the goal of implementing a social and emotional learning program and professional development training among their staff; and

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. SCOPE OF SERVICES AND COSTS

- a. **Scope**. NUS, through SHP, will provide Institution charitable In-Kind services and goods listed on the attached Exhibit A in consideration for Institution's implementation of SHP's materials and online resources into its youth education/development strategy.
- b. **Goals**. The Parties expressly agree that Institution will use the In-Kind services and goods to incorporate the SHP materials into its curriculum for purposes of measurable implementation in accordance with the "Expectations and Deliverables" outlined in the attached Exhibit A.

2. TERM AND TERMINATION

- a. Term. Unless otherwise agreed upon, the Agreement begins on the date in the first paragraph of this Agreement and will continue for one (1) year or until either party – for any reason – decides to terminate this Agreement in accordance with Provision 2.c. below.
- b. Terms. NUS, through SHP, will provide Institution with In-Kind services and goods as specified in Exhibit A, the Statement of Work (“Exhibit A”). These charitable In-Kind services and goods will constitute the entire amount of goods and services provided for the duration of the Term. (Exhibit A)
- c. Early Termination. Either party may terminate this Agreement upon 30 days’ written notice.

3. INTELLECTUAL PROPERTY

- a. Trademark, Copyrights and Inventions. All trademarks, copyrights, and inventions (collectively “Intellectual Property”), if any, developed in connection with this Agreement will be the sole property of NUS. Institution expressly agrees that either NUS or the Sanford Foundation is the owner of all intellectual property related to the Sanford Harmony Program, and Institution’s use and payment of fees related to use does not in any way transfer ownership of any material, concept, or other form of intellectual property to Institution.

4. COOPERATION AND IMPLEMENTATION

- a. Cooperation. The Parties will cooperate in good faith in discharging the obligations and responsibilities in this Agreement. The Parties further agree to sign any other documents and to perform such other acts, as reasonably as may be required or desirable to implement its terms. NUS may request a review of the Institution’s seminar or course records during normal business hours, and Institution will provide same within 3 business days.
- b. Non-Solicitation. Both Parties agree that, during the term of this Agreement, they will not knowingly solicit the employees or staff employed by the other party or its affiliates and will not do so for one year after termination of this Agreement.
- c. Support. NUS, through the SHP, will continuously provide current versions of the curriculum, PowerPoints and training material. Both Parties will work cooperatively to determine an efficient and timely transfer of these materials and information.

5. MISCELLANEOUS

- a. Institution. Institution is defined in this paragraph as follows: any school, district, or educational institution from grades Pre-Kindergarten and up that provide teaching and learning opportunities to people of all ages.
- b. Limitation of Liability. To the extent permitted by law, in no event will either party be liable for loss of profits, loss of use or interruption of business, or any special, incidental, or consequential damages, however caused (whether by breach of contract or warranty, tort, or strict liability), even if either party has been advised of the possibility of damage.
- c. Relations of the Parties. The Parties agree that the terms of this Agreement do not constitute the formation of a business relationship, (e.g. legal partnership or joint venture). Neither party shall have authority to bind or obligate the other party in any manner whatsoever.
- d. Severability. In the event that any provision of this Agreement is found illegal or otherwise unenforceable, the remaining provisions will remain in effect and enforceable, it being the intention of the Parties that any invalid provisions are severable.
- e. Arbitration. Parties agree to deal with one another other with good faith and resolve any issues informally before escalating to other legal remedies. If an informal remedy cannot be reached, Parties agree that any controversy, claim or dispute, whether based on contract, tort or statute under either California, or federal law, arising out of or relating in any way to this Agreement or any alleged breach shall be resolved through arbitration pursuant to the Federal Arbitration Act and its precedent. The arbitration shall be conducted in San Diego, California, in accordance with the *Commercial Arbitration Rules of the American Arbitration Association*, and a judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The prevailing party in the arbitration proceeding will be entitled to recover its reasonable and documented attorney's fees and costs expended or incurred relating to or arising out of the arbitration matter.
- f. Non-Discrimination. Parties agree not to discriminate against any student or employee related to the performance of work under this Agreement or the services because of race, color, religion, sex, ancestry, age, national origin or disability (as defined in The Americans with Disabilities Act of 1990, 42 USC 12101, et seq. and any regulation promulgated thereunder) or any other unlawful basis.
- g. Indemnification. To the extent permitted by law, each Party shall defend and hold each other harmless, including any affiliate, director, officer, trustee and employee against claims, actions, suits or proceedings regarding or relating to the performance of the services or the licensing or use of the materials of Sanford Harmony under this Agreement

- h. Entire Agreement. This Agreement contains the entire Agreement between the Parties about the subject matter. Any previous understanding, agreement, representation or warranty relating to the subject matter of this Agreement is superseded by this Agreement and has no further effect.
- i. Notice. All notices and statements to be given hereunder shall be sent to the respective Parties as set forth below for NUS and in Exhibit A for Institution, unless notification of a change of address is given in writing. Any notice shall be sent by U.S. mail or equivalent method, with signature upon receipt to the extent possible.

**Sanford Programs, operated by
National University System:**

Dave C. Lawrence, Ed.D.
Vice Chancellor, Finance
System Management Group
11355 North Torrey Pines Road
La Jolla, CA 92037

- j. Modification. No amendment or modification to this MOU shall take effect unless signed by authorized representatives of each party. Each of the signatories below certifies authority to enter into this MOU.
- k. Binding. This MOU does not itself establish any legally binding obligations.
- l. Miscellaneous Provisions. This Agreement: (a) shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective legal representatives, successors, or assigns; (b) headings are for reference only; (c) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; (d) electronic signatures may suffice; (e) will be construed and enforced in accordance with the laws of the State of California to the extent permitted by law and without the State of California waiving its sovereign immunity.

6. CONFIDENTIAL INFORMATION

The Parties agree that in the execution of this Agreement, Institution and NUS will disclose confidential information, as defined below, to the other party. Each shall hold confidential information of the other party in strict confidence and shall not disclose any confidential information to any third party without the express prior written authorization of the disclosing party subject to public records law. Each shall use the same degree of care that it uses to protect

its own confidential and proprietary information of similar nature and importance.

"Confidential information" means information and material, disclosed to the receiving party by the disclosing party that is designated clearly as confidential or proprietary in nature by the disclosing party in connection with a project or this MOU. Confidential information can include, but is not limited to, any information obtained through questionnaires, interviews, and/or observation.

The obligation of the party receiving confidential information shall not apply to information that:

- a. Is already in the recipient party's possession at the time of the disclosure thereof;
- b. Is or later becomes publicly known or part of the public domain through no fault of the recipient party, its agents or employees;
- c. Is received from a third party having no obligations of confidentiality to the disclosure party;
- d. Is independently developed by the recipient party without access to the information; or
- e. Is required by law or regulations to be disclosed.

7. COMPLIANCE WITH LAWS

Both Parties shall comply with all federal, state, and local laws, regulations, and ordinances applicable to this project, including but not limited to the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its implementing regulations (34 C.F.R. part 99), the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. § 6501-6505, and its implementing regulations (16 C.F.R. § 312, et seq.), the Protection of Pupil Rights Amendment, ("PPRA") 20 U.S.C, § 1232(h) and its implementing regulations (34 C.F.R. § 98.1 et seq.).

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IN WITNESS WHEREOF, The Parties have executed this MOU as of the dates set forth below and effective as of the dates specified in the attached Exhibit A,

Institution:

BY: _____

Date: _____

Sanford Harmony Representative:

**Sanford Programs, operated by
System Management Group, aka
National University System**

BY: _____

Date: _____

NUS:

**Sanford Programs, operated by
System Management Group, aka
National University System**

BY: _____

Dave C. Lawrence, Ed.D.
Vice Chancellor
Finance

Date: _____

EXHIBIT A

STATEMENT OF WORK

INSTITUTION INFORMATION

School/District Name

School/District Signatory

Title

Street Address

City, State, Zip Code

TERM

START DATE: _____

END DATE: _____ / _____ months
following the effective date unless
terminated sooner.

EXPECTATIONS AND DELIVERABLES

Institution and SHP will support schools to encourage healthy relationships in Pre-K-6th grade students and address social emotional learning. The following expectations and deliverables are the conditions for which the charitable In-Kind services and goods will be provided.

a. SHP agrees to the following at no charge:

1. Provide one full Sanford Harmony kit per grade level per site (Valued at \$150 per kit).
2. Provide one Sanford Harmony Essentials kit for every two program facilitators, which contains the Quick Connection Cards and the Meet Up and Buddy Up Guide (Valued at \$50 per kit).
3. Provide access to digital resources/mobile application (Valued at \$35 per student).
4. Provide one Harmony training session that will be offered to Institution's employees (valued at \$2,500 per training). Training options such as on-site, online, and/or train-the-

trainer will be recommended by an SHP representative and mutually agreed upon by both Parties.

5. Provide ongoing support to Partner's employees, either in-person, via telephone, or via digital correspondence, to implement SHP materials.
6. Prior to collecting any feedback, conducting observations, or collecting any other data in any Institution school or office, NUS will follow the Institution's research review process set forth in their guidelines, if any, and obtain any necessary approvals from an Institutional Review Board in accordance with applicable laws or regulations pertaining to human subjects. Prior to conducting any evaluation or study in Institution's school or office, NUS will obtain review and approval by the Institution for such evaluation or study.
7. Comply with all applicable Institution regulations regarding research activities and the use of student information. NUS understands that a separate data sharing and security agreement will be required between the Parties prior to the initiation of any evaluation or study.

b. Partner agrees to the following:

1. Implement the Sanford Harmony program.
2. That an implementation plan shall be mutually drafted and agreed upon by both Parties.
3. Institution's implementation guidelines are to include:
 - utilizing SHP components and resources;
 - implementing [Harmony Meetup and/or Buddy Up] approximately 15 minutes per day; and
 - integrating Harmony Units throughout the daily schedule as appropriate for at least 30 minutes per week.

(The amount of dedicated time will be dependent on grade level and/or a developmentally appropriate amount of time needed for activities.)

4. Retain authority to determine the design and implementation of its curriculum.
5. Provide NUS with feedback on program materials and their effectiveness via questionnaires and/or interviews. Information obtained through questionnaires, interviews, and/or observation shall be considered confidential information as defined in this MOU in paragraph 6 ("Confidential Information").
6. Allow access to classrooms at mutually agreed upon times for the purpose of observing the effectiveness of its program materials.