



The New England Center
for Children*
Autism Education and Research

November 18, 2022

Steven Fiedeldej
Director of Special Services and Counseling
Franklin Lakes Public Schools
Colonial Road School
749 Colonial Road
Franklin Lakes, NJ 07417
201-337-0336 x3315

Dear Steven,

This letter documents the terms of the proposed agreement between the New England Center for Children® (NECC®) and Franklin Lakes Public Schools (“ACE® Client”) as an implementation site for the Autism Curriculum Encyclopedia® (ACE®) program. NECC will provide access to the ACE application for 42 students, and additional students can be added for an additional fee, with the agreement of the ACE® Client and NECC. NECC will provide the following services to the ACE® Client:

1. Secure ACE user accounts for supervisors / educators overseeing student programming within the designated classroom(s).
2. Host individual student accounts on the ACE application for students within the designated program(s).
3. Manage student and user accounts, including hosting all data anonymously on secure servers.
4. Provide access to existing ACE curricula, assessments and reports, including updates to these features, while this agreement is in force as provided in this Agreement, for use with those students who are registered and active in the ACE application through the ACE® Client.
5. Provide ongoing technical support for the ACE application via e-mail.

As an ACE user, the ACE® Client agrees to commit sufficient resources to carry out the ACE application, including but not limited to the following:

1. Access the ACE application through the internet.
2. Assure participation in initial training on the ACE application for the supervisors / educators overseeing student programs within the designated classroom(s).
3. Conduct the ACE Core Skills Assessment and enter all student performance data on the ACE application.
4. Use the lesson plans to teach skills within the classroom and enter student performance data on the ACE application.
5. Allow NECC to view, use and retain anonymous student performance data, user data, and survey results to analyze the effectiveness of the application.

Services will be provided commencing December 1, 2022 (“Commencement Date”) and will continue until this agreement is terminated by either party with a 90-day written notice. At the termination of this agreement, the ACE® Client will retain any documents containing student-specific information as part of individual student records for those students who are participating

in the ACE application, including but not limited to individualized curricula, completed data sheets, completed assessment data sheets and summaries, and summaries of individual student performance data. Additionally, at the date of termination billing will continue at standard rates based the number of active accounts or an average of the past twelve months active student accounts whichever is higher. The ACE® Client's online account access will be terminated at the end of this agreement.

Beginning on the Commencement Date, NECC will provide access for 42 students targeted for the ACE application. The ACE access fee for this number of students is \$34.95 per month per student. ACE® Client may request to add or remove students by having one of the approved staff members (listed on the ACE client setup form) contact the ACE helpdesk. ACE® Client will always be billed for the full first month that any student joins the ACE application. Accordingly, ACE® Client will not be billed for the month in which any of those students is removed. ACE application content should only be used for students who have an ACE application account.

Training and Consultation

Initial 6-hour training (in-person or web-based) on the ACE application will be provided at no cost. If the initial training is in-person, the ACE® Client will be billed for travel expenses. There will be 6 additional hours of web-based support sessions offered in the first year after the initial training, scheduled as needed.

Please review the foregoing agreement and the terms and conditions, which are incorporated into this Agreement by reference, carefully and contact me if you have any questions. Please confirm by signing and dating the acknowledgment on each of the documents.

Invoices should be sent to:

ACE classroom set up sheet should be sent to:

Name:

Name:

Address:

Phone:

Email:

Email:

ACE CLIENT Terms and Conditions

These Terms and Conditions are attached to and become a part of the Agreement with the Franklin Lakes Public Schools dated November 18, 2022 (“Agreement”). The ACE® Client shall not, during the term of this Agreement or for one year thereafter, solicit to hire, hire or contract with employees or representatives of The New England Center for Children® who provide services to the ACE® Client pursuant to the Agreement (“One-Year Non-Solicitation”). In the event of any breach of such One-Year Non-Solicitation, ACE® Client shall pay and The New England Center for Children® shall accept an amount equal to twice the annual salary of the relevant employee or representative as liquidated damages. NECC® and the ACE® Client agree that the liquidated damages are reasonable because of the significant investment by NECC in recruiting, hiring and training its employees and representatives.

ACE® Client recognizes and acknowledges that Confidential Information of NECC may be used in the implementation of the Autism Curriculum Encyclopedia® (ACE®) program or made available to the ACE® Client. NECC’s Confidential Information, as those terms are used in the Agreement and in these Terms and Conditions, means materials and information created or developed by NECC, including but not limited to trade secret information, training techniques, educational techniques, training materials, teacher training, teacher observation tools, teacher evaluation tools, clinical curricula, educational curricula, NECC® assessments, NECC Discrimination Curriculum, student notebook format, IEP alternative development protocols, MCAS alternative development protocols and CALM and ACE curricula, curriculum sheets, educational manuals, testing manuals, instructional manuals, business methods, trainings and protocols. The ACE® Client recognizes and acknowledges that NECC’s Confidential Information is a valuable, special and unique asset of NECC’s business. The ACE® Client agrees that the ACE® Client will not, during or after the term of this agreement, disclose any of NECC’s Confidential Information to anyone other than NECC or those at the ACE® Client with a need to access the Confidential Information, for any reason or purpose whatsoever without the express, written permission of NECC. Those that are not to be provided access to Confidential Information (“Third Parties”) include, but are not limited to, any person, school, firm, contractor, corporation, for-profit entity, non-profit entity or educational entity other than NECC and the ACE® Client. The ACE® Client acknowledges that NECC cannot list completely in the Agreement or these Terms and Conditions all of the Confidential Information with which the ACE® Client may come into contact during NECC’s project.

The ACE® Client understands and agrees that NECC will own and retain all rights, title and interest to any and all materials and information, including but not limited to Confidential Information and trade secret information, that is developed, created or authored during the course of the Agreement between the ACE® Client and NECC (hereinafter “Work Product”), and that NECC any Work Product is created for NECC as a “work made for hire.” To the extent records of any student include Work Product belonging to NECC, the ACE® Client may utilize the Work Product in the student records for any legitimate purpose for which student records can be used by the ACE® Client and any contractors ACE client may hire to provide services, and shall maintain the confidentiality of the Work Product contained in the student records with at least the highest level of protection that the ACE® Client provides to maintain the confidentiality of confidential records of its students. The ACE® Client further agrees to hold in strict confidence and not to publish or otherwise disclose any Work Product to any third party including any person, firm,

corporation, for-profit entity, non-profit entity or any education entity, without the express, written permission of NECC. The ACE® Client understands and agrees that NECC shall be the sole and exclusive owner of any derivative works, improvements or developments related to the Work Product.

The ACE® Client agrees to use all reasonable precautions to assure that all Confidential Information and Work Product are properly protected and kept from unauthorized persons. The ACE® Client agrees to make no use of any Confidential Information or Work Product materials, except as use of the materials is required in the performance of the Agreement and these Terms and Conditions. The ACE® Client further agrees not to copy, distribute, sell, use or otherwise disclose, outside of the ACE® Client, any Confidential Information or Work Product in the ACE® Client's possession.

The ACE® Client agrees to have the name of the ACE® Client listed on the ACE and NECC website(s) as an ACE application ACE® Client.

Notwithstanding any provision herein to the contrary, Confidential Information shall not include information in the public domain or information that is not protected by applicable trade secret law.

Notwithstanding any provision herein to the contrary, any Confidential Information or Work Product that is included or becomes part of a student's school record shall be subject to disclosure by the ACE® Client as required by law.

The ACE® Client understands and agrees that the ACE® Client's obligations under the Agreement shall survive any termination of the Agreement, whatever the reason for termination.

The ACE Client understands and agrees that in the course of business, should contractors have access to the ACE program, the contractor must keep the same information relied in this agreement or in the ACE Program, confidential.

The Agreement and these Terms and Conditions state the entire understanding and agreement of the parties, superseding all prior agreements with respect thereto, and will be construed and governed in accordance with the domestic laws of the Commonwealth of Massachusetts, excluding its principles governing conflicts of laws.

The Agreement and these Terms and Conditions states the entire understanding of the parties with respect to the exchange and protection of Confidential information superseding all prior agreements respect hereto.

The ACE client understands and agrees that the ACE® curriculum will only be used with students/clients who have active ACE® monthly subscription accounts.

In the case of account termination of a student/client account the ACE® Client understands and agrees that the ACE® curriculum and associated documents can no longer be used with that student/client or any other student/client that does not have an active ACE subscription.

The ACE® Client agrees and understands that the ACE® curriculum cannot be used with or in conjunction with any other data collection software without the express written consent of NECC.

[SIGNATURE PAGE FOLLOWS]

I agree to the above contract and terms,

Signature:

Title:

Printed Name:

Date: