



New Jersey School Boards Association

413 West State Street • Trenton, NJ 08618 • Telephone: 609.695.7600 • Toll-Free: 888.88NJSBA • Fax: 609.695.0413

INTERNET POLICY SERVICES AND LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of the date of execution, by and between the New Jersey School Boards Association (hereinafter referred to as "NJSBA") and the Franklin Lakes Board of Education, 490 Pulis Avenue, Franklin Lakes, N.J. 07417 (hereinafter referred to as the "Board").

WITNESSETH:

WHEREAS, it is the mission of NJSBA to assist local school boards in delivering educational services to school systems in the most efficient and effective manner, and, in particular, to assist local boards of education with policy development; and

WHEREAS, NJSBA is engaged in the business of providing professional services to assist local public school boards to publish and regularly update school board policy manuals in MicroScribe/Folio® electronic format for distribution via the Internet; and

WHEREAS, the Board desires to have its policy manual placed on the Internet in MicroScribe/Folio® electronic format.

NOW THEREFORE, in consideration of the forgoing, the mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

A. DUTIES OF NJSBA

1. **MicroScribe/Folio® Conversion.** Within sixty (60) days of receiving a policy manual from the Board, NJSBA will create a digital version of the manual in a MicroScribe/Folio® Infobase (hereinafter, the "Internet Based Policies").

2. **MicroScribe/Folio® License.** NJSBA agrees to grant a non-exclusive user license and/or authorization to the Board to use the Internet Based Policies. NJSBA further agrees to pay, out of the revenue due NJSBA from the Board, all costs associated with acquiring, maintaining and updating said license and all royalties and fees associated with said license.

3. **Internet Services.** NJSBA agrees to publish/host the Internet Based Policies at the NJSBA's Internet hosting site. The Board will not require any special hardware or software beyond the standard hardware and software required by each user to access and browse the Internet.

4. **Revisions and Updates to Internet Based Policies.** NJSBA agrees to update the Internet Based Policies within fifteen (15) business days of NJSBA's receipt of word-processing files for revisions. NJSBA further agrees to post unlimited revisions to the Internet Based Policies.

5. **Updates to Legal Authorities.** NJSBA agrees to update the State General Statutes and other legal authority provided with the Internet Based Policies, if available, as soon as practicable.

6. **Subcontracting.** The services to be rendered hereunder by NJSBA may be subcontracted to or performed by third parties on behalf of NJSBA.

B. DUTIES OF THE BOARD

1. **MicroScribe/Folio-ready Formatting.** The Board agrees to provide to NJSBA a word processing file and/or other mutually agreed upon format of the Board's policy manual for the MicroScribe/Folio® development process.

2. **Content Verification.** The Board agrees to review and verify the accuracy of any and all documentation provided by the Board to NJSBA as it appears on the NJSBA Internet site. The Board agrees to notify NJSBA as soon as practical of any discrepancies between the documentation provided to NJSBA and the documentation available for viewing on the NJSBA Internet site.

3. **Fees.** The Board agrees to pay to NJSBA a renewal subscription fee of \$2500.00. This fee is fixed for the term of the contract. NJSBA may change the annual fees upon providing notice to the Board at any time after the expiration of the initial term of this agreement. Payment is due upon execution of the agreement.

C. PROPRIETARY INTERESTS IN INTERNET BASED POLICIES

The parties agree that while the text of the finished digital document will be the property of the Board, with all copyrights honored, the Board claims no rights to the technology used to create the Internet Based Policies, including, but not limited to, copyrights and trade secrets, which may belong to NJSBA, and NJSBA holds title to each copy of the Internet Based Policies.

D. DISCLAIMER/LIABILITY

While every effort is made to ensure the accuracy and completeness of the school board policies, NJSBA will not be responsible for any errors or omissions that may occur in the Internet Based Policies. NJSBA does not warrant that the Internet Based Policies are fit for any particular purpose. Furthermore, as permitted by applicable law, in no event will NJSBA be liable for any direct, indirect, or consequential damages, including, without information, any loss of data, or loss of profits or lost savings, arising out of use or inability to use the Internet Based Policies or documentation with the Internet Based Policies, even if NJSBA has been advised of the possibility of such damages, or any claim by any third party.

E. PROPER USE OF PRODUCT

NJSBA will make the Board's policy manual in Internet format on the NJSBA WWW server for viewing. However, it is the responsibility of the Board and/or its users to provide the computer hardware, expertise, and Internet browsers of a current nature capable of viewing the policies in the most efficient and visually attractive manner possible. NJSBA will provide minimum hardware and software requirements to the Board and the Board will provide such information to the appropriate end users.

F. TERM

The dates and terms of this agreement will be for the period beginning with the signing of this agreement and continue for a term of one (1) year upon written agreement by the parties.

G. TERMINATION

1. **No-Cause Termination.** Either party has the right to terminate this agreement for any reason by providing the other party with written notice six (6) months prior to the date of termination.

2. **For-Cause Termination by the Board.** Notwithstanding paragraph G.1, NJSBA agrees that the Board has the right to terminate this Agreement immediately in cases of fraud or dishonesty by NJSBA. In cases of a material breach, the Board shall give written notice to NJSBA of the breach and NJSBA shall have a minimum of seven (7) days to correct the deficiency. If, after the cure period, the breach is not cured, the Board may give written notice of termination, said notice to be effective immediately or as otherwise indicated by the Board.

3. **For-Cause Termination by NJSBA.** Notwithstanding paragraph G.1, the Board agrees that NJSBA has the right to terminate this Agreement immediately in cases of fraud or dishonesty by the Board. In cases of material breach, NJSBA shall give written notice to the Board of the breach and the Board shall have a minimum of seven (7) days to correct the deficiency. If, after the cure period, the breach is not cured, NJSBA may give written notice of termination, said notice to be effective immediately or as otherwise indicated by NJSBA.

4. **Effect of Termination.** The parties agree that upon termination, the parties will distribute any sums owed under this agreement. Termination of this agreement shall not cancel the Board's responsibility for payment of any applicable fees for any other software, products or services of any kind provided by NJSBA for any services rendered prior to termination. Upon termination, NJSBA agrees to provide one electronic and printed copy of the Board's policy manual to the Board. All provisions of this contract relating to disclaimers or warranties, limitation of liability, remedies or damages, and NJSBA's proprietary rights shall survive termination.

H. COMPLIANCE WITH APPLICABLE LAWS AND REQUIREMENTS

Except as provided in paragraph A.2. of this agreement, each party hereto shall secure all required licenses and permits and otherwise comply with all federal, state and local laws applicable to the conduct of their businesses.

I. ENTIRE AGREEMENT/MODIFICATIONS

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. It supersedes any prior understanding or agreement between them respecting the subject matter. There are not representations, arrangements, understandings or agreements, oral or written, relating to the subject matter of this agreement, except those fully expressed herein. No changes, amendments, alterations, modifications, additions or qualifications to the terms of this agreement shall be made or be binding unless made in writing and signed by each of the parties.

J. GOVERNING LAWS

The parties agree that the place of the contract, its situs and forum, will be New Jersey, and all matters, whether resounding in contract or tort relating to the validity, construction, interpretation and enforcement of this contract, will be determined in said county and state. This agreement shall be governed by the laws of the State of New Jersey.

K. BINDING EFFECT

All provisions of this agreement shall be binding upon and inure to the benefit of, and be enforceable by and against the parties and their respective successors and assigns.

IN WITNESS WHEREOF, each party has caused this Agreement to be signed and executed by a duly authorized person on the day and year first above written.

An original, scanned, electronic or facsimile of the parties' signature hereto is deemed admissible in enforcing this agreement.

Date:

Date:

Dr. Lawrence S. Feinsod
Executive Director, NJSBA

Donald Webster, Jr.
President, NJSBA

Date:

Date:

Board President (Sign)

Board Secretary/Business Administrator (Sign)

Board President (Print)

Board Secretary/Business Administrator (Print)