

SUBAWARD AGREEMENT

THIS AGREEMENT is made and entered into as of this ___- day of _____, 2017,
by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

NEW TEACHER CENTER CORPORATION
(hereinafter referred to as "NTC"),
whose principal place of business is
110 Cooper Street, Suite 500
Santa Cruz, California 95060

SBBC AND NTC are referred to collectively as "Parties"

WHEREAS, the Parties hereto desire to enter into a contractual agreement for professional development and learning services (hereinafter referred to as "Services") that will properly prepare teachers for coaching (instructional leader) positions; and

WHEREAS, research shows that teachers are the single most important school-based determinant of student success and, in turn, that teacher success is deeply linked to the effectiveness of the Principal and his/her ability to create an environment where teachers can thrive. NTC is focused on accelerating new teacher practice through job-embedded coaching by well-trained and supported coaches as an extension of aligned high-quality induction programs.

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

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon execution by all parties and conclude on June 30, 2018.

2.02 **Description of Services.** Professional services related to professional development, as set forth more fully in the agreed (attached) Scope of Work which is labeled as **Exhibit A** (hereinafter referred to as "Scope of Work") and incorporated herein by reference.

2.03 **Fees and Payment.** The services outlined in **Exhibit A** shall be provided on an in-kind basis, contingent on NTC's continued access to i3 Validation funds to cover its costs in providing such services. In the event of services cancellation or modifications, Broward is not entitled to the value of any grant funds that remain unencumbered as result of such cancellation or modification.

2.04 **Federal Subaward.** The terms in this section apply to the Pass-Through Funds in **Exhibit A**. NTC serves as the administrator of federal funds apportioned by the United States Department of Education ("ED"). ED has provided federal funds (the "Funds") to NTC under Reimbursable Grant No. U411B120035 awarded December 19, 2012 (the "Grant"). NTC intends to enter into this Agreement for SBBC's administration and expenditure of a portion of the Funds, and exception of this Agreement is a pre-condition of SBBC's receipt of their allocation of the Funds.

(a) **SBBC's Capacity.** SBBC agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the expenditure of the Funds, and (b) comply with the terms of this Agreement and all applicable laws, regulations, and policies pertaining to expenditure of the Funds. NTC agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to comply with the terms of this Agreement and the Grant.

(b) **ED Grant Requirements.** SBBC agrees to comply with all the requirements in the Grant and to take such actions as are necessary to allow NTC to comply with all requirements in the Grant.

(c) **Federal Requirements.** SBBC and NTC agree to comply with applicable Federal statutes and regulations governing the expenditure of the Funds, including, but not limited to, the Code of Federal Regulations.

(d) **Payment.** NTC shall provide Funds to SBBC quarterly in accordance with the terms and conditions of the Grant to reimburse eligible and allowable costs incurred by SBBC and in accordance with **Exhibit A**. SBBC agrees that NTC's maximum commitment for this Agreement will not exceed the amount designated in **Exhibit A**. NTC is required to provide the Funds to SBBC only to the extent that the Funds are actually provided to NTC by ED. If Ed determines that it will not provide NTC with all or any portion of the Funds, NTC's obligation to pay SBBC is null and void as to that amount of the Funds. If ED or any other authorized federal representative determines that NTC must return all or any portion of the Funds due to a violation of the Grant, NTC shall notify SBBC of such determination and any known reasons for such determination. If NTC determines that SBBC is not entitled to receive any portion of the Funds requested by or paid to SBBC, NTC will notify SBBC in writing, stating its reasons. Within thirty (30) days of written notice to SBBC that specific amounts are owed to NTC due to such a determination, SBBC agrees to remit the owed amounts to NTC, including applicable interest, penalties, and administrative charges.

(e) **Allowability of Costs.** SBBC agrees to comply with all applicable federal and state statutes and regulations to determine the allowability of individual costs, including, but not limited to, OMB Circular A-21. SBBC agrees that payment to SBBC by NTC

for any costs does not constitute a final decision about whether the cost is an eligible and allowable cost under the Grant and this Agreement. SBBC acknowledges that a final determination about the eligibility and allowability of any cost will not be complete until the final payment has been made or an audit of the expenditure of Funds has been finished, whichever occurs latest. SBBC agrees that closeout of this Agreement will not alter SBBC's responsibility to return any Funds due to NTC as a result of later refunds, corrections, or other similar transactions, nor will closeout alter the rights of NTC to recover Funds from SBBC upon a determination by ED or any other federal representative that the expenditure of such Funds was unauthorized or improper.

(f) Accounts. SBBC agrees to establish and maintain a separate set of accounts, or separate accounts within the framework of an established accounting system, that can be identified with the expenditure of the Funds. SBBC agrees to maintain any checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to this Agreement, except those payrolls, invoices, time records and other documents maintained by NTC, so that they may be clearly identified, readily accessible, and available to NTC upon request.

(g) Documentation of Costs. SBBC agrees to document all expenditure of the Funds with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges, except those concerning payroll, invoices, time records and other matters documented by NTC.

(h) Documentation of Program Income. SBBC agrees to document any services or property contributed by SBBC or others and to apply the income in compliance with federal regulations.

(i) Record Retention. SBBC agrees to retain all data, documents, reports, records, contracts, and supporting materials relating to the expenditure of the Funds, except as otherwise provided by other federal statutes and regulations. SBBC will maintain such records for three years after the final financial report related to the subaward.

(j) Access to Records. SBBC agrees to permit NTC or its authorized representatives, upon request, to inspect all work, materials, payrolls, and other data and to audit the books, records, and accounts of SBBC pertaining to the expenditure of the Funds.

(k) Closeout. Within sixty (60) calendar days following the expenditure of the Funds or termination of this Agreement, SBBC agrees to submit to NTC a final certification of all expenses and final reports, as applicable. Closeout shall occur when NTC notifies SBBC that NTC has closed the Agreement. SBBC agrees that closeout by NTC does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from NTC. All payments made to SBBC shall be subject to review for compliance by NTC with the requirements of this Agreement and shall be subject to an audit upon the full expenditure of Funds. If SBBC uses the Funds for indirect costs, final audit will include an indirect cost audit as well. SBBC agrees that closeout of this Agreement does not alter the record retention and access requirements of this Agreement.

(l) Certification Regarding Lobbying. No Federal appropriated funds have been paid or will be paid, by or on behalf of the SBBC, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SBBC shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to NTC. SBBC shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2.05 **Materials.** All content, visual interfaces, information, data, graphics, designs, compilations, products, software, records, reports, documents, booklets, guides, modules, training modules, resource and instructional guides, know-how and such other writings, recordings and all other elements provided by NTC, regardless of form (i.e., whether video, paper, electronic or otherwise), and whether tangible or intangible, whether previously established by NTC or created or produced for the first time by NTC in the performance of its obligations pursuant to the Agreement ("Materials"), are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. NTC retains and shall own all right, title and interest in and to all Materials. If at any time SBBC acquires any rights, title or interest in the intellectual property rights relating to the Materials, SBBC hereby irrevocably transfers, conveys and assigns to NTC all of its right, title and interest therein. SBBC shall execute such documents, render such assistance, and take such other action as NTC may reasonably request, at NTC's expense, to apply for, register, perfect, confirm and protect NTC's rights to all intellectual property rights relating to the Materials. Specific terms for SBBC use of materials is detailed in **Exhibit B** (hereinafter referred to as "Materials Use Terms").

2.06 **Copyright Indemnification.** SBBC agrees to notify NTC promptly in writing of any threatened or pending judicial action brought against SBBC alleging SBBC's improper or unlawful use of any of the licensed services or of NTC property, including but not limited to its infringement of a valid United States copyright law, patent or regulation (all such claims being referred to collectively herein as "Infringement Claims"). NTC shall indemnify and defend the SBBC, including its board members, employees, and agents, against any and all of such Infringement Claims at its own expense and will pay (i) the legal fees of counsel engaged to defend SBBC and all of SBBC's related reasonable expenses, (ii) any costs and damages awarded against the SBBC in such action, and (iii) any amount agreed to be paid by SBBC in settlement of such action. NTC's foregoing obligations are subject to and conditioned upon SBBC's full cooperation with NTC in the defense of such Infringement Claims.

2.07 **Other Organizations.** SBBC acknowledges that NTC provides K-12 teacher and administrator induction and professional development services in other locations throughout the

country, and that such services are similar to the services NTC will provide pursuant to this Agreement; and, further, that such services NTC provides elsewhere result in the preparation of Materials that may be similar to those Materials provided pursuant to this Agreement.

2.08 **License Grant for Training Contracts.** SBBC acknowledges that the Services and Materials provided under this Agreement are proprietary to NTC, its subsidiaries, and/or its affiliates and that no Materials shall be deemed a work for hire. NTC hereby grants to SBBC a non-transferable, non-exclusive license to use, copy and distribute Materials to its employees only and only for SBBC's internal training purposes. For clarity, SBBC shall not and shall ensure that its employees shall not (i) independently present the Materials in a module, academy, workshop or similar training environment without NTC's prior written consent; or (ii) use the Materials. Other than as expressly set forth in this Agreement, no license or other rights in such intellectual property are granted to SBBC, and all such rights are hereby expressly reserved by NTC. SBBC shall not obscure or remove any copyright, trademark or other proprietary-rights notices and shall reproduce all such notices on any authorized copies of Materials.

2.09 **Trademarks.** The Services or Materials may include NTC's trademarks, trade names, logos and other proprietary notices (the "NTC Marks"). NTC hereby grants to SBBC a limited, non-exclusive, non-transferable license, with no right to sublicense, to display the NTC Marks on SBBC's websites. Any display of the NTC Marks is subject to the NTC's trademark usage guidelines as may be proved by NTC in writing to SBBC from time to time. Any goodwill generated through us of the NTC Marks is owned by and will inure the benefit of NTC. NTC may use SBBC's name in connection with NTC's general marketing materials.

2.10 **Non-Disclosure of Confidential Information.** Neither NTC nor SBBC shall disclose to any third party any confidential or proprietary information, including without limitation employee and student data, financial data and mailing lists, product plans and strategies, technical data and research, know-how, and customer and related information which the disclosing party considers to be confidential ("Confidential Information"), for any purpose other than performance of the Services, without first having obtained the prior written consent of the other party. Both parties shall take reasonable measures to protect the secrecy of and to avoid the unauthorized use and disclosure of the Confidential Information of the other party. For clarity, SBBC's name and general information about the scope of Services provided hereunder are not considered Confidential Information.

2.11 **Exceptions.** Notwithstanding the foregoing, Confidential Information shall not be deemed to include information if: (i) it was already known to the receiving party (without improper conduct or breach of an obligation) prior to disclosure to the receiving party by the disclosing party, as established by documentary evidence; (ii) it is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) it has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) it has been approved for release by written authorization of the owner of the Confidential Information; or (v) it has been independently developed by a party without access to the confidential Information of the party; or (vi) is subject to disclosure by applicable law including but not limited to Chapter 119, Florida Statutes.

2.12 Data Usage and Disclosure. Subject to Section 3.10, SBBC grants NTC a perpetual, irrevocable, world-wide, non-exclusive, sub-licensable, royalty-free, fully paid up, transferable license to reproduce, create derivative works of, and otherwise use, modify, and exploit information and data collected by NTC in the web-based platform Learning Zone, which tracks Instructional Coach Tool Usage and time giving support to teachers as part of providing the Services to SBBC (“NTC Data”) for the purposes of facilitating, providing, improving, and evaluating any aspect of any programs or services NTC provides, without compensation to SBBC. Under this license, NTC is permitted to disclose NTC Data to any services providers and vendors as necessary for NTC to provide its programs and services. This license also grants NTC the right to use and disclose for any purpose, including for the purposes of promoting NTC and its services and permitting third-party researchers access, (i) any NTC Data that is itself non-personally identifiable and/or aggregate, and (ii) non-personally identifiable and/or aggregate information that is derived from NTC Data (collectively “Anonymized and Aggregate NTC Data”). This license will continue even after termination of this Agreement.

2.13 Reports and Communications. Subject to Section 3.10, NTC is permitted to analyze NTC Data and generate and distribute reports and materials to SBBC containing NTC Data collected as part of providing the Services to SBBC. To meet regulatory, grant, and other business obligations, NTC also has the right to analyze NTC Data and generate and distribute reports and other materials containing Anonymized and Aggregate NTC Data intended to help communicate the effectiveness of the programs and services NTC provides. NTC may identify SBBC as NTC’s client in such reports and other internal or external materials and communications, including on NTC’s website. Subject to applicable law, and in line with its charitable and educational mission, NTC may also disclose or otherwise permit access to Anonymized and Aggregate NTC Data to external academic and other researchers to review and to publish reports, articles, or other materials (collectively, “Reports”) reflecting such review.

2.14 No Warranties. The materials and services are provided to SBBC on an “AS IS” basis. Neither party makes any representations or warranties of any kind, whether oral or written, whether express, implied, or arising by statute, custom, course of dealing or trade usage, with respect to products, specification, support, service, or any other materials provided hereunder. Both parties specifically disclaim any and all implied warranties, including any warranties of fitness for a particular purpose, title, non-infringement and merchantability.

2.15 Order of Priority. In the event of a conflict between documents, which are incorporated herein by reference, the Parties agree that the order of priority shall be as follows:

- A. This Agreement, then
- B. Exhibit A (including Addenda A, B, and C thereto)
- C. Exhibit B

2.16 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is

changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Robert W. Runcie
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Angela Brown
Director, Department of Coaching and Induction
The School Board of Broward County, Florida
3531 Davie Road
Davie, Florida 33314

To NTC: Stephen Dalla Betta, Chief Operating Officer
New Teacher Center Corporation
110 Cooper Street, Suite 500
Santa Cruz, CA 95060

With a Copy to: Cynthia Brunswick, Senior Vice President
New Teacher Center Corporation
310 S. Peoria Street, Suite 512
Chicago, IL 60607

2.17 **Background Screening:** NTC agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of NTC or its personnel providing any services under the conditions described in the previous sentence. NTC shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to NTC and its personnel. The parties agree that the failure of NTC to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. NTC agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from NTC's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.18 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By NTC: NTC agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by NTC, its agents, servants or employees; the equipment of NTC, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of NTC or the negligence of NTC's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by NTC, SBBC or otherwise.

2.19 Insurance Requirements. Vendor shall comply with the following insurance requirements throughout the term of this Agreement.

(a) General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. Limits not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

(g) Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

(h) Cancellation of Insurance. Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this

Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party

shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.08 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.09 **Compliance with Laws.** Each party shall comply with all applicable federal, state, and local laws, SBBC policies in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.10 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.11 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall exclusively be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.13 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.14 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.15 **Incorporation by Reference.** Exhibits A & B attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.16 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.17 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.19 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.20 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.21 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.22 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.23 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and

audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.24 **Contract Administration**: SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.25 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Abby M. Freedman, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. -
kathelyn.jacques-adams@gbrowardschools.com
Reason: New Teacher Center Corporation -
Subaward
Date: 2017.06.26 15:29:40 -04'00'

Office of the General Counsel



FOR NTC

NEW TEACHER CENTER CORPORATION

ATTEST:

By [Signature]

_____, Secretary

-or-

Witness [Signature]

Witness [Signature]

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

The foregoing instrument was acknowledged before me this 19 day of July, 2017 by THOMAS G. LEE of

NEW TEACHER CENTER, on behalf of the corporation/agency.

He/She is personally known to me or produced DRIVER'S LICENSE as identification and did/did not first take an oath.

My Commission Expires: OCT 4, 2018

[Signature]
Signature - Notary Public

JO ANN HILL
Printed Name of Notary

2081715
Notary's Commission Number

(SEAL)

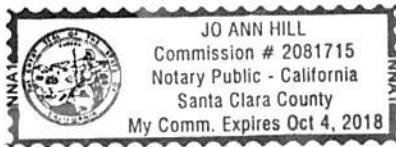


Exhibit A

Scope of Work (SOW)

This Scope of Work (SOW) describes anticipated in-kind services to be provided by NTC and funded by NTC's i3 Validation grant for the 2017-2018 school year. This SOW also describes an anticipated Lead Coach position funded on a cost-reimbursable basis via pass-through funds from the i3 grant. Services scheduled after December 31, 2017 and pass-through funding after December 31, 2017 are each contingent on NTC securing a no-cost extension for its i3 Validation grant with the U.S. Department of Education, which is currently scheduled to end December 31, 2017. Should NTC fail to obtain a no-cost extension, no funding will be provided for the Lead Coach position past December 31, 2017 and any services scheduled after December 31, 2017 will be cancelled without further liability or obligation on NTC's part.

IN-KIND SERVICES

The following services will be provided on an in-kind basis, contingent on NTC's continued access to i3 Validation funds to cover its costs in providing such services. In the event of services cancellation or modifications, Broward is not entitled to the value of any grant funds that remain unencumbered as result of such cancellation or modification.

District and Program Leader Services	Value of Services
<p>1) Year 1 and Year 2 Mentor Professional Development Sustaining Membership For the 2017/2018 school year, within the guidelines of NTC Program Readiness Criteria, Addendum A, New Teacher Center herewith grants permission to School Board of Broward County (SBBC) and the Local Presenters to conduct NTC-copyrighted mentor professional development listed in the Authorized Curriculum for the contract duration for up to 200 participants. The local presenters have been approved in collaboration with NTC staff, based upon the criteria listed in the Presenter Selection Criteria Addendum B.</p> <p style="margin-left: 40px;">(a) Authorized Curriculum Instructional Coaching (IC) 1-4 Instructional Coaching (IC) 5-8</p> <p style="margin-left: 40px;">(b) National Program Leader Network (NPLN) NPLN Membership includes participation for a three-person team from the SBBC Coaching and Induction Program to attend two, 2-day National Program Leader Network (NPLN) sessions held in Fall 2017 and Spring 2018. NPLN is an invitational, vibrant community in which committed program teams support each other by analyzing and sharing effective best practices and learning new strategies to increase induction program effectiveness. Registration includes lodging and meals at the event. Transportation (airfare and ground travel) to NPLN is not included.</p>	<p>\$107,000</p>

<p>(c) Presenter Collaborative The NPLN membership also includes participation for the Local Presenters listed above in the Presenter Collaborative. The Collaborative is designed to create a professional learning community of NTC presenters focused on advancing the knowledge, skills, and abilities of the presenters. The two Collaborative sessions will be convened online at a time to be determined, one by December 2017 and one by June 2018.</p> <p>(d) Online Tools and Materials This agreement includes one online program tool set (Learning Zone). It also includes licenses for up to 200 program leaders, mentors/coaches and the teachers they support. The online tool system includes a perception survey for teachers, access to help resources, and one 30-60 minute webinar orientation for new programs. The system requires all users to accept terms of use the first time the log in.</p> <p>(e) Professional Development Materials NTC will provide SBBC with one master set of all materials (electronic when possible) necessary to conduct the professional development curriculum listed above. These materials include:</p> <ul style="list-style-type: none"> • Presenters' Guides • Masters of Participants' Manuals • DVDs needed to conduct professional development • Presenters' Notes • Materials Lists • Masters of Supplementary Materials • NTC cover stock for participant packets <p>The Basic Materials for the sessions are listed on the Professional Development Materials Addendum C.</p> <p>SBBC Department of Coaching and Induction will be responsible for duplicating participant materials.</p>	
<p>2) Presenter Institute</p> <p>(a) Transition - Presenter Institute In order to be granted permission to conduct the new College, Career, and Community aligned curriculum and receive access to the new tools, the client's Local Presenters are required to attend a 3 ½ day Presenter's Institute (Program Leads, if separate from Local Presenters are strongly encouraged to attend). Presenter's Institute will be a deep dive into the new concepts and content and how to modify current professional development to maximize the benefits of the new instruction focused curriculum and tools. (8)</p> <p>(b) New Presenters - New authorized presenters will be required to attend a 1-day New Presenter session the day before Presenter's Institute and will receive additional virtual support during the year. NTC will facilitate Presenter's Institute on-site in Broward. (7)</p>	<p>8 Experienced Presenters @ \$2500 \$20,000</p> <p>7 New Presenters @ \$3500 \$24,500</p> <p>Total \$44,500</p>

<p>3) Transition Forums NTC staff will facilitate 6 Transition Forums. These 1/2-day professional learning communities provide an in-depth community to learn and apply NTC's new curriculum and tools. Up to 30 participants per session.</p>	<p>\$18,000</p>
<p>4) In-field Coaching Visits NTC staff will support program leadership in SBBC Department of Coaching and Induction through 5 day(s) of in-field coaching visits to further build the capacity of mentors through co-observation of new teachers, observation and feedback on mentoring conversations, and support with planning for instructional mentoring. Visits may include touch points and consultation with school leaders to discuss implementation in their schools.</p>	<p>\$9,000</p>
<p>5) NPLN NTC will provide an additional team membership for 3 team members to attend NPLN. NPLN Membership includes participation for a three-person team from the SBBC Coaching and Induction Program to attend two, 2-day National Program Leader Network (NPLN) sessions held in Fall 2017 and Spring 2018. NPLN is an invitational, vibrant community in which committed program teams support each other by analyzing and sharing effective best practices and learning new strategies to increase induction program effectiveness. Registration includes lodging and meals at the event. Transportation (airfare and ground travel) to NPLN is not included.</p>	<p>\$4,500</p>
<p>6) NTC Annual Symposium Registration for six SBBC Department of Coaching and Induction team members to attend the pre-conference and annual NTC Symposium held in February 2018.</p> <p style="padding-left: 40px;">(a) Travel Travel costs for six SBBC Department of Coaching and Induction team members to attend NTC Symposium .</p>	<p>\$15,600</p>
<p>7) Talent Video Observation Platform An annual license for 100 people to use the safe and secure video observation platform Talent. This price is at the preferred customer discount from the \$150 standard price per user for year-long access to Torsh Talent video platform.</p>	<p>\$12,500</p>
<p>8) Additional Learning Zone (LZ) Users LZ access for an additional 200 coaches and supported teachers. Field Guides for participants used in IC Professional Development Sessions will be electronic and accessed through Learning Zone.</p>	<p>\$5,000</p>

PASS-THROUGH FUNDS

NTC will fund the following approved position on a cost-reimbursable basis for the 2017-2018 school year, contingent on NTC's continued access to i3 Validation funds. In the event of position cancellation or modification, SBBC Department of Coaching and Induction is not entitled to the value of any grant funds that remain unencumbered as result of such cancellation or modification. To receive reimbursement of its costs, SBBC Department of Coaching and Induction must submit quarterly invoices following the instructions below.

Broward Lead Coach Position

NTC will provide grant funds up to a maximum not-to-exceed amount of \$100,000 for the 2017-2018 school year. This rate includes salary, benefits, and indirect rate (4%). These funds are only available for the position described herein and for the term of this Scope of Work.

These funds will be provided on a cost-reimbursable basis and SBBC shall invoice NTC quarterly starting October 1 for the billing period of July 1 – September 30. SBBC Payroll register and official ledger detailing each expense item should be submitted along with the report.

All costs submitted for reimbursement must be documented and provided for review upon NTC's request. All invoices should be forwarded via email.

Invoicing Instructions for Cost Reimbursement Agreements

All costs to be charged directly to a federal account must be allowable as defined in OMB Circular A-21, Cost Principles for Educational Institutions, that is, they must meet all of the following criteria:

- Reasonable
 - Benefit the project
 - Specifically identified with the project
 - Can be allocated easily and accurately
1. The invoice must be printed on SBBC letterhead
 2. The invoice must be signed by an authorized representative
 3. All costs submitted for reimbursement must be documented and provided for review upon NTC's request.
 4. Do not round off figures. Actual expenditures must be reported in dollars and cents.
 5. Items for which reimbursement is request must be identified in the budget. Other costs will be disallowed.

Contacts and Questions

Mimi Appel will serve as the NTC's primary point of contact for the implementation of this agreement. Please contact Mimi at 231-633-5601 or mappel@newteachercenter.org if you have questions.

Addendum A

Teacher Induction Program Readiness Criteria

District Program Criteria

Program Administration

- Designated Program leader(s) has knowledge of and experience with leading and implementing an induction program and dedicated time to lead the program.
- Designated program leader(s) actively participate in Local Teacher Induction Network, including annual program goal setting process.
- Collect data and conduct annual program assessment.
- Provide support to principals and mentors to work in partnership to improve beginning teacher practice.
- Supports Local Presenters and ensure they meet initial and ongoing requirements to present NTC professional development.
- Use NTC materials, including FAS tools and mentor materials

Mentor Selection, Roles and Responsibilities

- When possible, mentors are carefully selected by program leadership, possibly in collaboration with NTC and district leadership.
- Defined expectations for mentors including meeting weekly with beginning teachers and engaging in formative assessment processes.
- Mentors utilize NTC's formative assessment system that involves ongoing inquiry cycles and processes such as classroom observations, analysis of student work, and interpreting data to plan for differentiated instruction.
- Mentors receive a series of NTC professional development sessions.
- Time is allocated for mentors meet with and observe beginning teachers.
- Mentors meet in ongoing mentor learning community session.

Local Presenter Expectations

- Mentor professional development is provided by presenters who:
 - o attend appropriate Presenter's Academies in person and online sessions
 - o attend or view NTC Presenter Collaborative sessions
 - o if applicable, participate in presenter coaching during site visits

Annual site visits required when NTC is consulting fewer than three days in a year.

Annual site visit may be conducted by NTC Lead, or other Sr. NTC staff based on program needs.
Any exceptions to program criteria must be approved by a Sr. Vice President.

State or Coordinating Partnership Criteria

State level agencies or coordinating partnerships can enter into a Building Capacity and/or Sustaining Membership agreement for the delivery of mentor professional development based on the following program readiness guidelines:

Program Administration

State or Coordinating Agency:

- Designates a program leader(s) who has knowledge of and experience with leading and implementing an induction program and serves as the primary contact with NTC for partnership and services.
- Collects data and conducts annual program assessment.
- Provides services to local programs that meet the expectations listed below.

Program Services

State or Coordinating Agency:

- Consults with NTC to support agency leadership and program implementation
- Regularly convenes network of local program leaders
- Provides consultation to local districts on program implementation.
- Offers opportunities for regular engagement of district administration and site administration to create conditions that support and accelerate beginning teacher practice.
- Supports Local Presenters (approved to present NTC professional development) and ensures that they meet initial and ongoing requirements to present NTC professional development.
- If Local Presenters are not employees of the state or coordinating agency, establishes agreements with the Local Presenters' employer(s) to allow Local Presenters to present professional development for the state or coordinating agency.
- Offers a series of mentor professional development and mentor forums.

Local Presenters

State or Coordinating Agency:

- Commits to and allocates resources that support local presenter attendance at appropriate NTC Presenter Academies, in person and online
- Supports local presenter participation in NTC Presenter Collaborative sessions and, if applicable, presenter coaching during annual site visits.

LOCAL INDUCTION PROGRAMS:

Program Administration

Local education agency (LEA):

- Designates a program leader with knowledge of and experience with leading and implementing an induction program.
- Actively supports engagement with district and site administration (locally or via participation at state level events)
- Commits to and supports program/district leadership participation in state induction network.
- Uses NTC materials including FAS tools and mentor materials

Mentor Selection, Roles and Responsibilities

Local education agency (LEA):

- Carefully selects mentors, possibly in collaboration with NTC and/or coordinating agency leadership.
- Defines clear expectations for mentors including meeting weekly with beginning teachers and engaging in formative assessment processes.
- Commits to and supports mentors in utilizing NTC beginning teacher formative assessment system that involves ongoing inquiry cycles and processes such as classroom observations, analysis of student work, and interpreting data to plan for differentiated instruction.
- Allocates sufficient time for mentor-beginning teacher interactions and for mentors to observe beginning teachers.
- Mentors attend a series of professional development provided by the state or convening agency.
- Convenes mentors in ongoing mentor learning community or has mentors attend state or coordinating agency mentor learning community sessions.

Annual site visits when NTC is consulting fewer than three days in a year.

Annual site visit may be conducted by NTC Lead, or other Sr. NTC staff based on program needs.

Any exceptions to program criteria must be approved by a Sr. Vice President.

Addendum B

Local Presenter Selection Criteria

Presenters are selected in consultation with the NTC staff according to the Local Presenter Section Criteria below.

Required Selection Criteria

NTC Induction Model

Candidate has:

- Knowledge of NTC Mentor Professional Development and Formative Assessment
- Mentoring or coaching experience using NTC Formative Assessment System (FAS) tools, processes, and protocols with beginning teachers
- Attended and participated in Year 1 and Year 2 mentor professional development series or is concurrently enrolled in Year 2 during the facilitation of Year 1.

Year 1 Mentor Professional Development:

Mentor Academies 1-4 or Professional Learning Series 1-4 or Teacher Induction Modules: Instructional Mentoring, Setting Professional Goals, Coaching and Observation, Analysis of Student Work

Year 2 Mentor Professional Development

Mentor Academies 5-8 or Professional Learning Series 5-8 or Teacher Induction Modules: Coaching in Complex Situations, Mentoring for Equity, Mentoring for English Language Learner Success, Creating and Facilitating Meetings that Promote Professional Development

- Ability and commitment to attend all of NTC's Presenter Academy Year 1 and/or Year 2 in person and online sessions

Additional Professional Knowledge/Skills:

Candidate has:

- Facility with and daily use of mentoring language
- Understanding of/responsiveness to local cultures influencing the educational needs of the community
- Openness to extending professional knowledge and skill
- Ability to articulate the purpose, potential, and vision for teacher induction.

Professional Developer Skills:

- Experience facilitating large and small group professional development
- Credibility across a range of stakeholder groups
- Willingness to be a part of an ongoing program development team
- Poise in front of educator groups
- Predisposition to use inclusive language and explore issues from multiple perspectives
- Ability to receive and build upon feedback of practice
- Strong facilitative skills – taps into strengths of group

Interpersonal Skills:

- Strong, active listening skills
- Passion for mentoring and induction work
- Strong interpersonal skills
- Willingness to examine and reflect on own practice
- Commitment to work well in teams
- Ability to understand multiple perspectives

Addendum C

Professional Development Materials List

Please provide the following materials, supplies, and equipment for each session.

- ✓ Audio-visual equipment
 - LCD projector and screen, if available digital document projector (Elmo)
 - Speakers to connect to computer
 - Microphone for large room and/or large group
- ✓ One chart easel and one chart pad
- ✓ Participant name tags coded, first name in large print
- ✓ Table signs/tents that correspond to group designations
- ✓ Sign-in table with sign-in list and name tags
- ✓ Individual table materials (in a basket or tray):
 - Three " X 3" post-its
 - One 1/2" X 2" post-its
 - One set of colored marking pens including blue, black, red and green
 - One highlighter per two people
 - Pens and pencils
- ✓ Duplication of participant materials as designated in agreement
- ✓ Room arrangement:
 - Round tables arranged in crescent formation or rectangle tables arranged in chevron formation
 - Six participants per table
 - One table, against the wall at the front of the room, for presenters' materials
 - One table near the front, off to the side, for presenters to sit

Exhibit B Materials Use Terms

Introduction

New Teacher Center (“NTC”) mentoring and professional development methodologies and materials, and NTC’s logos and other trademarks, are proprietary to NTC. NTC licenses them to clients in connection with ongoing work with such clients in developing and implementing induction and other programs. As such, clients’ use of such materials and marks is limited and targeted to such programs and activities as set out below.

A client may:

- use, copy, and distribute participant packets as needed to employees for internal professional development
- modify NTC materials to resequence content or abbreviate curriculum as appropriate
- incorporate selected items within locally designed professional development curricular materials, so long as such materials meet the scope of this agreement and provide attribution to NTC in the form specified by NTC or otherwise provide prominent attribution to NTC
- use the NTC trademark, in the form provided, on client website and in internal program materials so long as use is clear and legible

A client may not:

- transfer its license to use, copy and distribute NTC materials
- use or disseminate (online or in print) NTC materials for any purpose other than professional development for client employees
- independently present the materials in a module, academy, workshop or similar training environment beyond the scope of work or for commercial purposes
- open up workshops to or use NTC materials in professional development sessions outside the client or otherwise provide copies to anyone outside
- make any derivative works of or otherwise modify NTC materials except as specially described previously
- obscure or remove any copyright, trademark, or other proprietary-rights notices on NTC materials
- share any tool, content, or other material from the Learning Zone with other persons in any format
- upload, embed, post, transmit or otherwise make available any material that infringes any intellectual property rights, violates any laws relating to student data and privacy, or take any other action inconsistent with NTC’s online terms of use.

This is a summary of the agreements relating to ownership and use of NTC materials. The complete statement of those agreements is contained in the service agreement and in the terms of the websites through which clients and their employees access materials. The agreement with NTC requires client staff to follow these terms when using NTC mark and materials; non-compliance may result in loss of use rights.