

B
 BROKEN ARROW PUBLIC SCHOOLS
Educating Today Leading Tomorrow

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 03/04/2024

Contract/Agreement Vendor: Yale Center for Emotional Intelligence
Name of Vendor & Contact Person
rulerinvoicing@yale.edu
Vendor Email Address

Ruler Institute online Team of 3 online training to support Tiger Connect Students
Describe Contract (Technology, program, consultant-prof Development, etc.)
Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Tiger Connect Students
Reason/Audience to benefit
03/11/2024 \$ 6,000.00
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Rachel Kaiser

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO
 If yes, Technology Admin: _____

Cabinet Team Member:

Funding Source: 11/722 ? Counselor Core Grant Funds
Fund/Project OCAS Coding

Consent
 Action

Ruler is an evidence based approach developed at the Yale Center for Emotional Intelligence. Ruler supports entire school communities in: Understanding emotions, building the skills of emotional intelligence, and creating and maintaining positive school climates. The Ruler Institute Online Team of 3 training to be attended by Rachel Kaiser, Joe Freymuth, and Jennifer Price to support Tiger Connect students. The cost of the training for 3 attendees is \$6000.00 and will be paid with grant funds pending approval of the Counselor Corps Extension Grant. - Rachel Kaiser

Summary This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

Yale Center for Emotional Intelligence

REMITTANCE INSTRUCTIONS

Please make all checks payable to **Yale University**.

Please include the invoice number in the memo field of the check and mail check to:

Yale Center for Emotional Intelligence
School Relations and Implementation Team
350 George Street
3rd Floor - Suite A352
New Haven, CT 06511

TO

Broken Arrow Public Schools - Tiger Connect
412 South 9th Street
Broken Arrow, Oklahoma 74012
United States

INVOICE

Invoice #: YCEI-03915
Date: March 12, 2024

PO/WO #:

PRODUCT SUMMARY

Contract Name: 2024-04-01 - BROKEN ARROW ACADEMY - April 2024 RULER Institute Online			Contract Number: 10003982	
No.	Product	Qty.	Description	Cost
1	RULER Institute Online Team of 3	1.0	RULER Institute Online Team of 3, Broken Arrow Academy, Business Contact: Rachel Kaiser, Attendees: RACHEL Kaiser, Joe Freymuth, & Jennifer Price	\$6,000.00
Total:				\$6,000.00

PAYMENT SUMMARY

Contract Amount Total	Contract Amount Paid	Contract Amount Due	Amount Invoicing
\$6,000.00	\$0.00	\$6,000.00	\$6,000.00

Please contact rulerinvoicing@yale.edu if you have any questions regarding your payment.

Thank you!

AGREEMENT

This Agreement is entered into this 01 day of April 2024 (“Effective Date”), by and between Broken Arrow Public Schools - Tiger Connect (hereinafter called “School”) with a primary business address located at 412 S 9TH ST, Broken Arrow, Oklahoma, 74012, and Yale University acting by and through the Yale Center for Emotional Intelligence (hereinafter called “Yale”) with an office located at 350 George Street, New Haven, CT 06511. School and Yale may be referred to herein individually as a “Party” or collectively as the “Parties.”

WITNESSETH

WHEREAS, in furtherance of Yale University’s educational mission, the Yale Center for Emotional Intelligence undertakes to provide training and technical assistance services in its RULER approach to educational agencies and not-for-profit educational organizations for the purposes of promoting teacher and student social and emotional development in schools; and

WHEREAS, School desires to engage Yale in the provision of services described in the foregoing and Yale is willing to provide such services in accordance with the terms and conditions set forth below;

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Services. During the term of this Agreement, Yale agrees to provide School with certain training and technical assistance services as described in Exhibit A (Scope of Work) attached hereto (the “Services”). The Services shall be provided by Yale to School through an online learning platform located at www.ruler.nvoed.com/traininginstitute (the “Platform”) in accordance with Exhibit A.
2. Consideration. In consideration for the Services to be provided hereunder, School agrees to pay Yale the sum of **\$6,000.00 USD**, payable as follows:

\$6,000.00 USD within thirty (30) days of full execution of this Agreement or fourteen (14) days before the scheduled start date of training, whichever is earlier. Yale, in its sole discretion, may immediately terminate this Agreement upon written notice to School for failure by School to make full payment by such due date.

School/District Initial: \initial1\
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Payments shall be made to Yale University (Tax ID # 06-0646973) with a reference to “**Yale Child Study Center - Yale Center for Emotional Intelligence**” and sent to the following remittance address:

Yale Center for Emotional Intelligence
School Relations and Implementation Team
350 George Street
3rd Floor – Suite A352
New Haven, CT 06511

Or wired to:

Bank Name: Bank of America
100 West 33rd Street
New York, NY 10001

ABA Number: 026009593
(wire transfer only)
ABA Number: 011900254
(ACH only)
SWIFT Number: BOFAUS3N
(international only)
Account Title: Yale University
Account Number: 0050296726

3. Term. This Agreement covers the period commencing from the Effective Date and, unless earlier terminated in accordance with this Agreement, shall continue in force and effect for two (2) years thereafter (the "Initial Term"). Upon the expiration of the Initial Term, the parties may agree to extend this Agreement in a separate writing executed by authorized representatives of the Parties hereto.

4. Termination. This Agreement shall remain in force and effect for the duration of the Initial Term, as may be extended pursuant to Section 3 above, unless sooner terminated as follows:

(a) Either Party may terminate this Agreement for any reason at any time forty-five (45) days' prior to the first training session via written notice to the other Party. Cancellations by School within forty-five (45) days of the scheduled date of Services will not be entitled to a refund of any fees paid hereunder;

(b) If either Party breaches any provision of this Agreement, and the breach is not cured within thirty (30) days after the other Party gives written notice of such breach, then such other Party may terminate this Agreement by giving written notice thereof to the breaching Party; and

(c) Yale shall have the right to terminate this Agreement immediately by providing written notice to School in the event School enters into bankruptcy, becomes insolvent, or is otherwise unable to pay its debts as they come due.

5. Effect of Termination. Upon expiration or termination of this Agreement, all licenses and rights granted by Yale hereunder shall terminate, and, Platform access will end, but the School may continue to use copies of Training Materials in its possession or control as a result of this Agreement. No termination of this Agreement shall affect any liabilities of the Parties that may have accrued prior to the date of termination. To the extent any balance is due and remaining by School to Yale hereunder, such balance shall immediately become due and payable by School upon the date of expiration or termination hereof. The Parties shall have a continuing obligation after termination or expiration of this Agreement to comply with any provision hereof that by its sense and context is intended to survive expiration or termination hereof.

6. Notices. Any notices given under this Agreement shall be in writing and shall be deemed delivered when sent by first-class mail, postage prepaid, addressed to the Parties as follows:

School

Broken Arrow Public Schools - Tiger
Connect
412 S 9TH ST

Yale University

Yale Center for Emotional Intelligence
350 George Street
New Haven, CT 06511
United States

7. Ownership of Training Materials.

(a) Copies of any and all manuals, posters, documentation, and other materials provided by Yale to School pursuant to this Agreement, in any format and regardless of medium, including, without limitation, RULER resources (collectively, the “Training Materials”) is and shall remain the sole and exclusive property of Yale. School acknowledges that the Training Materials are protected by United States copyright laws, and Yale holds and retains full intellectual property and proprietary rights, title and interest in and to all Training Materials (in whole or in part).

(b) School is permitted to make customizations of the Training Materials as necessary for the implementation of the RULER approach at School provided that, and solely to the extent, School uses the Training Materials and any and all such customized materials for its internal training purposes only and School instructs and ensures that all use thereof will be limited solely to its administrators and educators at the premises of the School in accordance with the provisions of this Agreement. School hereby grants Yale the non-exclusive, perpetual, worldwide right to use and incorporate in Yale’s sole discretion such customized materials (in whole or in part) for the purposes of improving the Training Materials and furthering the goals and objectives of the RULER approach. Any copies or customizations of the Training Materials made permitted under this Agreement must include the copyright notice as follows:

“RULER Resource Materials. Copyright © 2013 Yale University. All Rights Reserved.”

School agrees and acknowledges that, except as provided under this Agreement or expressly permitted in writing and in advance by Yale, School is neither authorized nor licensed to reproduce, distribute, transmit, modify, translate, abridge, or otherwise use or create derivative works of the Training Materials, or any other copyrightable materials distributed to it by Yale hereunder, for any purpose, and Yale reserves all rights.

(c) School is prohibited from sharing or distributing Training Materials to, and conducting RULER staff development trainings with, any person or entity not currently employed by School as an administrator or educator. No other third party is authorized to use the Training Materials for any purposes.

(d) School shall notify Yale of any infringement that may come to its attention and cooperate in good faith with Yale with respect to any responses to such infringement. Yale shall have the sole right to determine any appropriate response to infringement. Upon Yale’s request, School will assist Yale to protect, perfect, and enforce Yale’s rights in the Training Materials, customizations thereto made by School, and/or any other copyrightable materials distributed to School by Yale hereunder. School agrees to take all appropriate action and to execute any and all documents, necessary, or reasonably requested by Yale, to establish, effectuate, and preserve Yale’s rights with respect to any and all of the foregoing.

8. Publication of Results. In furtherance of Yale’s mission to publish and disseminate knowledge, Yale and its faculty, employees and/or students may publish the results of the Services (including, without limitation, anonymized results from any staff training feedback surveys conducted by Yale) without prior

approval of School. Yale shall have the final authority to determine the scope and content of any such publications or presentations made by its faculty, employees and/or students consistent with its policies and procedures.

9. Use of Name. Neither Party shall employ or use any name, logos, symbols or marks of the other Party in any press releases, marketing materials and/or advertising without the prior express written permission of such other Party. This restriction shall not include legally required disclosures by either Party that identifies the existence of this Agreement.

10. Use of the Platform. School agrees to be bound by and shall comply with all terms and conditions for use of the Platform communicated to School by Yale, including, but not limited, to: ruler.online/terms. Except to the extent caused by Yale's gross negligence or willful acts, Yale shall not be responsible or liable to School and/or its employees, contractors, representatives and/or agents in connection with use of the Platform by any of the foregoing.

11. Relationship of Parties. The relationship of School and Yale established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of employment or agency, nor shall either Party's employees, contractors, agents, or representatives be considered the employees, contractors, agents, or representatives of the other Party. Nothing in this Agreement shall be construed to constitute the Parties as partners or joint venturers, or allow either of the Parties to create or assume any obligation on behalf of the other Party.

12. Force Majeure. Neither Party shall be liable for any failure to perform its obligations as required by this Agreement (other than obligations to make monetary payments) to the extent such failure to perform is caused by any reason beyond such Party's reasonable control, including, without limitation, any of the following: labor disturbances or disputes of any kind, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.

13. Insurance. School shall procure and maintain for the term of this Agreement general liability insurance with a combined personal injury, bodily injury (including death) and property damage limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such coverage shall act as primary insurance and no coverage of Yale shall be called upon to contribute to a loss. School will notify Yale of any significant change thirty (30) days prior to each such change.

14. Responsibility. School shall be fully responsible for its own negligent acts or omissions and the negligent acts or omissions of its employees, contractors, agents and/or representatives, to the extent allowed by law. School represents and warrants that it will comply with all applicable laws, rules and regulations, it has full power and authority to enter into and perform its obligations under this Agreement, and the person who has executed this Agreement on behalf of the School has the authority to bind School.

15. NO WARRANTIES. SCHOOL EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICES, PLATFORM, AND TRAINING MATERIALS IS AT SCHOOL'S SOLE RISK. THE PLATFORM AND TRAINING MATERIALS ARE PROVIDED "AS IS" AND YALE MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTER, INCLUDING, WITHOUT LIMITATION, THE USE OR RESULTS OF THE SERVICES, PLATFORM AND/OR TRAINING MATERIALS; OR THE ACCURACY, COMPLETENESS, PERFORMANCE, OWNERSHIP, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE FOREGOING. NO ORAL OR WRITTEN

INFORMATION OR ADVICE GIVEN BY YALE OR A YALE AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSION MAY NOT APPLY TO SCHOOL.

16. Limitation of Liability. Neither Party shall be liable for any indirect, special, incidental, punitive, or consequential damages (including, without limitation, damages for lost profits or business) suffered by the other Party or any others resulting from use of the Services, Platform and/or Training Materials, even if advised of the possibility of such damages. In no event shall Yale's total liability to School for all damages, losses, and causes of action (whether in contract, tort including negligence or otherwise) exceed the amount paid by School hereunder.

17. Assignment. Neither Party shall assign, transfer, or delegate this Agreement to any other person or entity, without the prior written consent of the other Party, and any purported assignment without such consent is null and void.

18. Severability. In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement that can be given effect without the invalid provision, and all such remaining provisions shall continue in full force and effect.

19. Entire Agreement; Amendments. This Agreement, together with Exhibit A attached hereto, which is fully incorporated herein and made a part hereof, constitutes the entire agreement between the Parties and supersedes all previous agreements, oral or written, between them with respect to its subject matter. No amendments or modifications to this Agreement shall be effective unless made in writing and signed by an authorized signatory of each Party.

20. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person or entity, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the Parties to this Agreement.

21. Controlling Law. This Agreement and its terms and conditions shall be governed by the laws of the State of Connecticut and it shall be interpreted in accordance with Connecticut law without regard to its conflicts of law provisions.

22. Similar Services. Nothing in this Agreement shall be construed to limit the freedom of Yale or its personnel from engaging in or contracting for the provision of similar services with any other parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers or representatives.

SCHOOL

YALE UNIVERSITY

Signature: \signature1\

Signature: _____

Printed Name: \fullname1 {"width": "115"}\

Printed Name: Arnim Dontes

Title: \title1 {"width": "160"}\

Title: Deputy Dean, YSM Finance and Administration

Date: \date1 {"width": "160"}\

Date: _____

Read and acknowledged by:

YALE CENTER FOR EMOTIONAL
INTELLIGENCE

Signature: 

Printed Name: Nicole Elbertson, M.Ed.

Title: Director of Content and Communications

EXHIBIT A
SCOPE OF WORK

Component	Description
<p>RULER Institute Online: Creating Emotionally Intelligent Schools (for up to 3* administrators and educators from School)</p> <p><i>*Please note that any changes made to participant names or contact information within 10 days of the start of training will be charged \$100.00 per change.</i></p>	<p>Customized trainings are critical to the success and fidelity of RULER. The RULER Institute Online: Creating Emotionally Intelligent Schools will be held for up to 3 administrators and educators from your school. (We recommend that the team include one school administrator and at least two educators or mental health professionals at the School).</p> <p>(Year 1 only) The online institute will consist of six weeks of interactive training on the skills and tools of emotional intelligence, delivered by a team from the Yale Center for Emotional Intelligence via the Platform. The six-week institute will require one to two hours of participation per week for each team member.</p> <p>Please note: Program participants are responsible for informing their school or district of their completion of the RULER training program. Completion listings will not be provided by the Center.</p>
<p>RULER Implementation Coaching for Quality Assurance</p>	<p>Monitoring and supporting the quality of RULER implementation is essential for ensuring program fidelity, efficacy, and sustainability.</p> <p>Virtual group coaching sessions will be provided to trained School administrators and educators to support the implementation process, model RULER tools, debrief the RULER implementation process, and provide overall guidance and support.</p> <p>Follow-up electronic newsletters also will be sent to attendees of the RULER Institute Online: Creating Emotionally Intelligent Schools to support RULER rollout.</p>
<p>RULER Online Resources</p>	<p>(Year 1 and Year 2) Authorized School administrators and educators will have access via the Platform to online resources throughout both contract years following training, including videos, staff courses, activity guides, sample student lessons, and other resources to support the seamless integration of RULER into staff development, classroom instruction, and family engagement.</p>
<p>Classroom Implementation</p>	<p>(Year 1 and Year 2) Webinars via the Platform will be offered for authorized members of the School’s RULER Implementation Team. They will address</p>

Webinar

elementary, middle, and high school topics and provide overall guidance and support in the RULER implementation process.

We are accepting applications to winter and spring RULER trainings. [Apply today!](https://www.rulerapproach.org/offerings/events/)
(<https://www.rulerapproach.org/offerings/events/>).

RULER ABOUT ▾ HOW IT WORKS ▾ TRAINING & SUPPORT ▾ 2024 RULER IMPLEMEN
(<https://www.rulerapproach.org>)

Terms of Use

Yale Center for Emotional Intelligence RULER Program Websites

Terms of Use

Please read these Terms of Use (the “Terms”) carefully before accessing or participating in any website or other online platform or service available on or through the RULER Program websites (ruler.online (<https://ruler.online>) and rulerapproach.org (<https://rulerapproach.org>)) (collectively, “Website(s)”). The Terms are an enforceable agreement between Yale University (“Yale”) and you, the user of the Website(s), whether you are an educator, school administrator, or other individual or organization. Terms such as “we”, “our” and “us” refer to Yale University. By using and accessing the Website(s), you acknowledge that you have read the Terms and agree to be bound by and comply with them. If you do not agree to be bound by and comply with the Terms, you are not authorized to use the Website(s). Yale reserves the right to modify the Terms at any time in its sole discretion and will publish notice of any such modifications on this Website. Any modified Terms are effective immediately upon posting. By continuing to access the Website(s) after Yale posts notification of modified Terms, you agree to be bound by and comply with them. If you do

not agree to the Terms, please do not enter the Website(s). If you are not yet eighteen years of age, a parent or guardian may agree to be bound by the Terms on your behalf.

Nothing in the Terms overrides the application of other rules and policies of Yale or other agreements between you and Yale. Please note that the Websites are intended for users in the United States.

Trademark Notice

The names, marks, logos, seals, devices and designs associated with Yale University, the Yale Child Study Center, and the Yale Center for Emotional Intelligence are trademarks and service marks of Yale or its affiliates (collectively, "Yale Trademarks"). All other trademarks or service marks appearing on the Website(s) are the trademarks, service marks, or logos of their respective owners. No trademark or service mark appearing on the Website(s) may be used without the prior written consent of the mark's owner. You may not use Yale Trademarks without valid, written authorization from Yale. Additionally, you may not use Yale Trademarks in any manner that (a) will likely cause confusion about the source of any product or service or (b) falsely implies or represents that Yale sponsors, endorses, or is affiliated with any third-party activity. You may not register any domain names containing any Yale Trademarks without Yale's prior written consent in each case.

Use of the Website(s) – Code of Conduct

You agree not to use the Website(s) or any other Yale computing resources to engage in any of the following conduct. Such conduct is unacceptable and may result in the termination of your use of the Website(s).

- Interfering with the operation of the Website(s), or, restricting, disrupting or inhibiting any other user from using and enjoying the Website(s) and services;
- Posting or otherwise transmitting any unlawful, fraudulent, threatening, harassing, libelous, defamatory, discriminatory, obscene, or similarly objectionable or harmful material or information of any kind;

- Posting or otherwise transmitting any advertisement, promotion, or solicitation of goods or services for commercial or partisan political purposes;
- Posting or otherwise transmitting any information or software that contains a virus, worm, time bomb, Trojan horse, or other harmful or disruptive component that may compromise the security of the Website(s);
- Posting, transmitting or otherwise using materials in violation of another party's copyright, privacy, publicity or other proprietary right, or the terms of any contractual agreement or fiduciary relationship;
- Using the Website(s) or services for any commercial, partisan political or unlawful purposes;
- Copying, scraping, downloading, exporting, storing or otherwise capturing any data obtained via the Website(s) without proper written authorization by Yale;
- Modifying, adapting, sublicensing, translating, selling, reverse engineering, decompiling, or disassembling any portion of the Website(s);
- Misrepresenting your identity, or, sharing or otherwise transferring user account information to any person other than the registered user authorized by Yale to use such account;
- Accessing or attempting to access any portion of the Website(s) to which you have not been explicitly granted access;
- Directly or indirectly authorizing anyone else to take actions prohibited in this section; or
- Otherwise using the Website(s) or any services, information and content available on or through the Website(s) in violation of the Terms or applicable law.

Submissions by You

Where authorized, you may submit any text, images, data, information, content or other materials (collectively, "Materials") to the Website(s). In doing so, such Materials will be considered non-confidential, and you hereby grant to Yale a royalty-free, perpetual, irrevocable, non-exclusive, sublicensable, assignable, worldwide right and license to link to, use, reproduce, transmit, modify, adapt, practice, publish, display, perform, distribute, translate, and create derivative or collective works from, any such Materials, in whole or in part, throughout the world in any media,

including all intellectual property rights therein, unless otherwise agreed in writing with Yale. You acknowledge and agree that any Materials submitted by users of any Website(s) represent the opinions of the specific author and are not statements of advice, opinion or information of Yale. Any such Materials is not a substitute for your own research and should not be relied upon for any purpose.

By submitting Materials to any Website(s), you certify ownership authority to grant such rights to Yale and acknowledge that the burden of determining whether any such Materials are protected by copyright rests solely with you.

Further, you are solely responsible for Materials submitted by you, and Yale assumes no responsibility or liability for Materials submitted by you or any other user of the Website(s). We may, but are not obligated to, restrict or remove any and all Materials that we determine in our sole discretion violates the Terms or is otherwise harmful to us, other Website(s) users or any third party. We reserve the right to remove Materials you submit at any time, but you understand that we may preserve and access a backup-copy, and we may disclose such Materials if required to do so by law or in a good faith belief that such access, preservation or disclosure is required by law or in the best interests of Yale.

Any Materials you submit will be routed through the Internet and you understand and acknowledge that you have no expectation of privacy with regard to any such Materials. Never assume that you are anonymous and cannot be identified by your submissions. You hereby grant Yale and any of its sublicensees the right to use the name that you submit in connection with the Materials, if they choose. You represent and warrant that you own or otherwise control all of the rights to the Materials submitted by you; that such Materials are accurate; that use of such Materials does not violate the Terms, and will not cause injury to any person or entity; and that you will indemnify Yale and its officers, trustees, employees, representatives and agents for all third-party claims resulting from Materials you submit.

Use of Password-Protected Areas

Certain sections of the Website(s) are protected by usernames and passwords and may be accessed only by users specifically authorized by the Yale Center for Emotional Intelligence. All user names are subject to review and approval by Yale. If you have a user name and password for accessing any Website, you agree not to share them with any other person, including any person who may have his or her own user name and password. You agree that the user name and password for your account is personal to you only, and you will not access or attempt to access any other user's account, or misrepresent or attempt to misrepresent your identity, while using the Website(s) or any services. You are responsible for all uses of your user name and password to gain access to the Website(s) and for all activity under them, including the use of any information or material obtained by using them. Yale may terminate your account or authorization to access the Website(s) and/or service at any time, without notice, for conduct that Yale believes violates the Terms or other applicable policies, rules or regulations of Yale.

If you become aware of any unauthorized use of your account, another user's account or any other portion of the Website(s), you agree to notify the Yale Center for Emotional Intelligence by email at: rulertraining@yale.edu (<mailto:rulertraining@yale.edu>) or in writing at: Yale Center for Emotional Intelligence, Yale University, 340 Edwards Street, New Haven, CT 06511, and to provide prompt reasonable assistance at the request of Yale and/or its representatives to address any violations of the Terms as determined by Yale.

Content Monitoring

Yale reserves the right to refuse to post, or to remove, any information or materials, in whole or in part, that is in violation of the Terms in its sole discretion. Yale is not a publisher of user-generated content on the Website(s) and, with regard to such content, is acting solely as an Internet service provider (47 U.S.C. § 230(c)(1)). Neither Yale nor any Yale-affiliated entity screens, approves, reviews or endorses any such content.

Links to Yale's Site

You may not create links to the Website(s) from any website with content that is fraudulent, threatening, harassing, libelous, defamatory, discriminatory, obscene, or similarly objectionable or harmful, or in a manner that would constitute or encourage a criminal offense, violate the rights of any party (directly or indirectly), or otherwise give rise to liability, violate any law or falsely imply Yale's sponsorship, endorsement or approval of your or another party's site or activities. Additionally, Yale, in its sole discretion, has the right to require that you remove links to the Website(s).

Links to Third-Party Sites

As a courtesy, the Website(s) may contain links to websites controlled by third parties. Yale is not responsible for these third-party sites or their content, activities or privacy practices. The inclusion of links on the Website(s) does not imply Yale's endorsement of the linked web sites, their content, or any associated organization or activity. Yale makes no representation or warranty whatsoever about the nature of the linked sites. You should read the privacy policies and terms of use that govern your use of other sites before accessing and using their services.

Copyright Information

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In consideration for your agreement to the Terms, where authorized, Yale grants you a limited, personal, non-exclusive, non-transferable license to view, access and use the Website(s). You may also print a reasonable number of copies of information and content available on or through the Website(s) for your personal, non-commercial and educational use only, provided that you reproduce all copyright, trademark and proprietary notices (for example, some materials on the Website(s) may include trademarks or logos belonging to third-party licensors and are used pursuant to an agreement with such third parties), and you comply with all other terms or restrictions that may be applicable to that material. Although parts of the Websites are freely accessible, Yale does not intend to cede its respective

rights, or the rights of third parties, to information and content available on or through the Website(s). By accessing, downloading or printing information and content from the Website(s), you agree that there is no explicit or implicit transfer of ownership rights, and any and all rights, title and interest in and to the Website(s), including all services, information and content available on or through the Website(s), and all intellectual property rights, including all copyright, trademark, patent and trade secret rights therein, shall remain with Yale and our third-party licensors, as applicable. You may not otherwise copy, reproduce, retransmit, distribute, publish, exploit or otherwise transfer any such information or content unless permission to do so is specifically granted by Yale. Because Yale does not hold the copyright to certain materials on the Websites, Yale cannot grant or deny permission to use those materials. Accordingly, you are solely responsible for determining the copyright status of any materials you may wish to use, to investigate the owner of the copyright, and to obtain permission for your intended use, if appropriate.

Copyright Complaints

Yale intends that all information and content on the Websites respect the copyright and other proprietary rights of third parties. With respect to any copyrighted material owned by third parties, Yale has obtained permission to use such content from the copyright owner or has proceeded with use in reliance on the doctrine of fair use provided under U.S. copyright law. If you believe that any material posted on the Websites infringes your copyright, we urge you to submit notice to the Yale Center for Emotional Intelligence at: rulertraining@yale.edu (<mailto:rulertraining@yale.edu>) with the following information: (a) a description of the copyrighted work that you claim has been infringed; (b) the URL of the location containing the material that you claim is infringing; and (c) your address, telephone number, and email address. We will promptly remove any material that is determined to be infringing upon the rights of others.

Disclaimers of Warranties

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Questions

If you have questions relating to the Website(s), you may email us at rulertraining@yale.edu (<mailto:rulertraining@yale.edu>). Please understand that, due to the volume of communications we receive, we may not be able to respond to all questions.

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