

**Academic Institution Implementation Agreement**  
**The Online Academy Positive Behavior Support Team**  
**The University of Kansas**  
**Server Contract**

The University Affiliated Program in collaboration with the Beach Center on Families and Disability agrees to make the Online Academy Positive Behavior Support modules ("Modules") available to \_\_\_\_\_ ("Server Hosting Organization") for instructional and technical assistance purposes within the Research and Training Center on Positive Behavior Support and the Technical Assistance Center on Positive Behavior Intervention and Supports. The Modules will be made available for downloading to a server at no cost to the institution/organization for the Modules as long as an institutional commitment to implement the Modules is made in accordance with the Conditions of Implementation set out below.

**Conditions of Implementation:**

1. The Modules or lessons may be offered as independent courses or integrated into regularly offered courses or as part of staff development efforts.
2. Password protection will be provided to control access to the Modules allowing only students who have signed contracts with an instructor recognized by the Online Academy PBS group.
3. The Modules shall not be offered for Continuing Education credit.
4. The pricing policies of the Server Hosting Organization shall apply in the offering of the Modules.
5. The Server Hosting Organization may add its name and course identification to the modules in order to meet its enrollment needs; however, the University of Kansas credits for the development and design of the Modules must remain as embedded in the Modules.
6. No modifications shall be permitted to the content of the Module. The Modules, however, maybe used in total or in part.
7. The Online Academy and University of Kansas expressly disclaim any and all express or implied warranties and make no express or implied warranties or representations of any kind whatsoever including but not limited to warranties of merchantability, of fitness for a particular purpose, and that the use of the Academy Modules will not infringe on any patent, copyright, trademark or other rights. Further, the Online Academy and the University of Kansas make no representations whatsoever that the Modules are free from liability for patent infringement or may be used without infringing any other patent, except to the limited extent that the Online Academy and the University of Kansas represent that, as of the effective date of this agreement, neither the Online Academy nor the University of Kansas has actual knowledge that the Academy Modules infringe any valid and enforceable patent held by a third party.
8. Modules may not be resold or distributed in any way in whole or in part without the prior written consent of the University of Kansas.
9. Complete module installation process by August 31, 2001.

10. Designate a faculty or organizational member and a technical support person as the contact people during the installation process.
11. Provide the technical assistance and server support needed to install and maintain the Modules on an institution-based server. The Online Academy is not responsible for any installation, maintenance, or troubleshooting, which may be required for installation and operation of these Modules. A functioning Web server of any type is recommended with at least 50 MB of free storage space per module and a functioning Real Networks G2 server with at least 20 MB of free space per module.
12. A system administrator with Web server and G2 skills should be identified, as should a technical support person with whom instructors and students will work.
13. Agree to make general technical assistance available to students as needed.

\_\_\_\_\_ date: \_\_\_\_\_ date: \_\_\_\_\_  
 Dean or Organizational Director                      Director, Life Span Institute  
 Server Hosting Organization

**List of contacts:**

Faculty  
/Organizational Staff: \_\_\_\_\_ Phone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

Technician \_\_\_\_\_ Phone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_