

## **MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN DANYA INTERNATIONAL, INC. AND OCEAN VIEW SCHOOL DISTRICT**

This Memorandum of Understanding (“MOU”) is made this 17th day of November, 2010, (the “Effective Date”) by and among:

Ocean View School District, with offices at 17200 Pinehurst Lane, Huntington Beach, CA 92647

and

Danya International, Inc., [Danya], a company with its main offices at 8737 Colesville Road, Suite 1100, Silver Spring, Maryland 20910 USA.

(Collectively, the “Parties”)

### **Purpose and Overview**

A. The Parties seek to work together so that Danya may implement and evaluate its Educating Adults about Children with Autism Spectrum Disorders (EACA) program in Ocean View School District. Specifically, the EACA program will be implemented and evaluated from approximately January 2011 through March 2011. The purpose of this implementation and evaluation project is to determine if the EACA curriculum achieves its anticipated goals to:

- 1) Increase knowledge about Autism Spectrum Disorders (ASDs) in adults who interact with children with ASDs in the school system;
- 2) Promote positive attitudes in these adults toward children with autism;
- 3) Provide school administrators and other personnel with tools to effectively engage and promote positive social interactions with children with autism;
- 4) Foster the social integration of children with autism in school-related settings, such as the school bus, cafeteria and playing fields. .

B. In consideration, during and upon completion of the study Danya will compensate study participants in both the control and experimental groups. Paraeducator participants will receive American Express gift card in thanks for their participation as follows:

- Control group participants will receive \$150 (\$100 for pre/post-test and \$50 for follow up)
- Experimental participants will receive \$350 total (\$200 for the pre/post test + training and \$50 for follow up)

In addition to these participant gift cards, upon completion of the study the Ocean View School District will receive \$7500, assuming all participants are recruited from OVSD and the training occurs onsite (e.g., at school or OVSD building).

C. The Parties wish to enter into this MOU to clearly define each party's obligations and understandings as it relates to product introduction, training, registration, and compensation for participants.

## 1. PARTIES ROLES AND RESPONSIBILITIES

### *Ocean View School District Responsibilities*

A. Using the study recruitment/advertising flyers provided by Danya, Ocean View School District (OVSD) will help identify at least 62 paraeducators currently working with students in grades K - 5 in one or more of its elementary schools. Danya will then recruit into the EACA evaluation the first 62 paraeducators who are eligible and contact the Danya Project Director.

At the beginning of the evaluation, the 62 consented and enrolled paraeducators will be randomly assigned to an experimental group (n = 31) or control group (n = 31). All participants (experimental and control groups) will be asked to sign a written permission form giving their consent to participate in the study.

B. All participating paraeducators (experimental and control groups) will be asked to complete simple paper and pencil surveys three times during the study. The surveys will ask them about their knowledge of autism spectrum disorders (ASD), their attitudes towards students with ASD, and their self efficacy for working with students with ASD in the classroom. Each data collection will require approximately 25 minutes of paraeducator time to complete these measures. This data will be collected anonymously without paraeducator's names or other identifying information; paraeducator's pre-, post-test, and follow-up data will be linked using only a non-identifying research number.

Based on group assignment to Experimental or Control groups, participants will complete the following activities:

- **Experimental group** participants will complete the initial pre-test packet of surveys. They will then participate in an approximately 2.5 hour EACA training led by Danya staff. They will then be asked to complete the post-test surveys. Approximately 1 month following the training, they will be asked to complete the follow up surveys for the third and final time.
- **Control group** participants will be asked to complete the pre-test surveys. They will then be given fact sheet handouts and asked to review those on their own time. They will then be asked to complete the post-test survey. Approximately one month later, they will be asked to complete the follow up survey.

### *Danya Responsibilities*

- A. Danya will randomly assign paraeducators to the “experimental” or “control” study groups.
- B. Danya will provide paraeducators in the experimental group with a two-and-a-half-hour-in-person training using the EACA curriculum. The time and place for this training is to be determined, but will likely occur at a school or an OVSD building in the late January of 2011.
- C. Danya will work with the district to arrange for collection of data from paraeducators. All data collection forms and permission slips will be provided by Danya. Data will either be collected or picked up in person by the Principal Investigator.
- D. Danya will provide monetary gifts (as mentioned above in Purpose and Overview (B) for the paraeducators and OVSD.)
- E. The EACA curriculum will be provided to all paraeducators receiving the curriculum free of charge. Danya will also provide a copy of the finalized training curriculum free of charge to all elementary schools after the completion of the project (expected Summer 2011).

## **2. TERMS AND TERMINATION**

- 2.1 This MOU shall enter into effect from the November 17, 2010, through March 31, 2011.
- 2.2 This MOU may be terminated for convenience upon thirty (30) days prior written notice by either party.

## **3. CONFIDENTIALITY**

The Parties agree to maintain the confidentiality of the "Information" (as defined below) provided that the Information may be disclosed on a need-to-know basis to affiliates, officers, directors, employees, advisors, or representatives of either party (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such Information and shall be obligated, through a written non-disclosure agreement, to keep such Information confidential) solely in connection with the receiving Party's performance of its obligations under this MOU. For purposes of this MOU, "Information" means any proprietary or non-public information, whether written or oral, exchanged between the Parties for or in connection with the subject matter of this MOU and related agreement, including the existence of such agreements and the fact that the Parties are having discussions regarding the subject matter of those agreements and this MOU.

#### **4. ORGANIZATION AND PRODUCT NAMES AND INTELLECTUAL PROPERTY**

The parties recognize that Danya owns or has a vested interest in the names DANYA and EACA. Through signing this MOU Danya has not relinquished ownership rights to this name. Furthermore, the parties recognize that EACA is a curriculum developed by Danya under a grant by the US Government's National Institute of Mental Health (NIMH).

#### **5. RELATIONSHIP OF THE PARTIES**

- 5.1 Nothing in this MOU and no action taken by the Parties pursuant to this MOU shall constitute or be deemed to constitute between the Parties a partnership, association, joint venture, or other co-operative entity.
- 5.2 Nothing in this MOU shall grant to any Party the right to make commitments of any kind for or on behalf of the other Parties, except those contained herein or otherwise agreed in writing between them.

#### **6. COSTS**

The parties recognize Danya is incurring the costs as outlined herein and that no costs are expected to be incurred by the Ocean View School District beyond those costs that are typical school related costs.

#### **7. LIABILITY**

Save in the case of fraud or fraudulent misrepresentation, neither Party shall be liable to the other party under this MOU for any special, punitive, indirect, incidental or consequential damages, including without limitation, lost revenue or profits, whether arising from contract, tort, including negligence, or howsoever, even if the other Party had any knowledge, actual or constructive, that such damages might be incurred. Each party (the "Indemnifying Party") will indemnify, hold harmless, and defend the other party (the "Indemnified Party") and its trustees, officers and employees from any and all causes of action, claims, suits, legal proceedings, judgments, settlements, damages, penalties, losses, liabilities and costs (including reasonable attorneys' fees and costs) (each a "**Claim**") arising out of or relating to any wilful misconduct, or negligent act or omission, by the Indemnifying Party.

#### **8. ASSIGNMENT**

Neither Party shall, without the prior written consent of the other Party, assign directly or indirectly its rights or obligations under this MOU.

**9. ENTIRE UNDERSTANDING, AMENDMENT**

This MOU states the entire understanding of the parties as to the subject matter hereof. It replaces all prior discussions, negotiations and understandings. This MOU may not be amended, modified or changed except by a writing executed by both of the parties.

**10. GOVERNING LAW**

This MOU shall be interpreted under the laws of the State of California excluding that body of law known as conflicts of law. Venue for all purposes under this MOU shall be in Sacramento, CA.

**AS WITNESS**, this MOU has been duly signed on behalf of each Party by their authorised representatives on the date hereof.

**Ocean View School District**

**Danya International, Inc.**

**Signature** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

**Name: Robert Braun**

**Title** \_\_\_\_\_

**Title: Director of Contracts**

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_