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## BLaST Intermediate Unit 17 DaRTS Software Agreement

The background of this Agreement is as follows:

- I. This Software License Agreement is made and entered into as of the date of the last signature below by and between **BLaST Intermediate Unit** (Intermediate Unit 17, referred to throughout this Agreement as "**BLaST**"), is an intermediate unit established by and existing under Chapter 11 of the Public School Code of 1949, as amended, 24 P. S. §9-951 et seq., with its principle place of business at 33 Springbrook Drive, Township of Canton, Bradford County, Pennsylvania 17724. and **Wellsboro Area School District**, (referred to throughout this agreement as the "**Purchaser**") with its principle place of business at 227 Nichols Street, Wellsboro, PA 16901.
- II. **BLaST** Technology Group provides various technology services to numerous entities, primarily public school districts and non-profit organizations.
- III. **Purchaser** desires to retain **BLaST** to provide certain technology services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, PURCHASER AND BLaST AGREE THAT:

1. **Effective Date.** The effective date of this Agreement shall be as set forth on Exhibit 1.
2. **Completion Date.** The completion date of this Agreement shall be as set forth on Exhibit 1.
3. **Description of Services.** **BLaST** shall provide **Purchaser** the services as set forth on Exhibit 1.
4. **Cost and Payment.** The cost for the services and the payment schedule shall be as set forth on Exhibit 1.
5. **Best Efforts.** **BLaST** shall use its best efforts to assure reliability and security of its services.

**BLaST** shall not be responsible for work delayed or invalidated because of technological problems, software problems, system failures, or similar problems beyond the control of **BLaST**.

6. **Additional Services.** **BLaST** shall not be obligated to provide to **Purchaser** any additional services unless otherwise set forth in a writing signed by both parties.

7. **Ownership.** All programs, systems, and special form designs, which may be made available by **BLaST** to **Purchaser** as a part of the services provided under this Agreement, shall remain the property of **BLaST** unless otherwise set forth on Exhibit 1 or in some other writing signed by both parties.
  
8. **Entire Written Agreement.** **BLaST** HAS MADE NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, CONCERNING THE TECHNOLOGY SERVICES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.
  
9. **Entire Agreement.** This document represents the entire Agreement between **BLaST** and **Purchaser** and all prior conversations, agreements, or representations related to this Agreement are deemed to have been integrated into it.
  
10. **Indemnification.** The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, and agents from and against all claims, actions damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorneys' fees) suffered by the indemnified party arising from or in connection with any breach of this agreement, or any negligent or wrongful acts or omissions in connection with this agreement, by the indemnifying party or by its employees, directors, officers, sub contractors, or agents. The Parties indemnification obligation shall survive the expiration or termination of the agreement. Each party shall hold the other harmless from any liability, including court costs and expenses of litigation, by reason of claims arising out of the use or misuse of the software and hardware products used to provide the technology services, which are subject of this Agreement. Each party waives its right of subrogation against the other with respect to any claim in any way arising out of, or related to, the subject of this Agreement.
  
11. **Alteration of Agreement.** No alterations of this Agreement shall be binding on either party unless they are in writing signed by both parties.
  
12. **Severability.** If any clause of this Agreement is declared invalid or unenforceable for any reason, its invalidity shall not affect any other clause or provision the interpretation of which is not affected by the invalid provision.
  
13. **Notices.** All notices required by this Agreement shall be delivered by certified mail to the parties at the addresses in paragraphs I and II of the background of this Agreement.
  
14. **Governing Law.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.
  
15. **Survival of Agreement.** This Agreement shall be binding on the successors and assigns of both parties.
  
17. **Captions.** The underscored captions appearing at the beginning of each section of this Agreement are for reference and convenience only and shall be totally disregarded whenever an interruption of this Agreement is required.

18. **Nondisclosure:** Unless prior written consent is obtained from a party hereto, the other party will keep in strictest confidence all information identified by the first party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, complications, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing party, is independently developed by the other party, if the disclosing of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

Purchaser shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Purchaser, except as necessary for the operation of Purchaser's business and under non-disclosure agreement between Purchaser and third parties, or as required by law.

Such information shall also include (without limitation) the following information of Purchaser and/or and Consortium Participant, regardless of its economic value: course content and design information and procedures, price/fee lists, school and student data and other records, details of Purchaser's operations, contacts, business plans, products and services, and any document or information containing information, data or records relating to any student, his/her education and/or his/her identity.

**IN WITNESS WHEREOF**, the parties have set their hands and seals on the dates indicated.

Tim Confer  
Director of Technology

Dr. Christina Steinbacher-Reed  
Executive Director

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

WITNESS:

Wellsboro School District:

\_\_\_\_\_  
PRINTED NAME

*Alanna B. Huck*  
\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

*Alanna B. Huck*  
\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

*Superintendent*  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

*10/24/23*  
\_\_\_\_\_  
DATE

## EXHIBIT - 1

### Specification for DaRTS Software Services to be provided: 2023 - 2024 Fiscal Year.

**Scope:** The BLaST IU17 Technology Division shall provide **Wellsboro School District** with secured access to the DaRTS application servers running in BLaST's data center.

#### License Details and Costs:

Application Use

Penn Data, IEP, Child Accounting, Services Rendered / ACCESS Module

\$2,500.00 per year for the base package and \$175.00 per teacher per year.

- Please fill in: 25 # of teachers/users

*Initial deployment includes 8 hours of training that may be split into 2 sessions.  
Customized software development, reports and data exports \$110.00 per hour.*

E-Signature Module

\$500.00 per year for E-Signature module access and \$1.50 per document requesting signatures.

- There are no limitations on the number of electronic signatures requested per document.
- E-Signature totals are tracked and billed separately at the end of each month.

**Effective date: July 1, 2023**

**Completion date: June 30, 2024**

\* Alterations to this contract shall be agreed upon in writing by both parties.