



# INTERGOVERNMENTAL AGREEMENT (IGA)

ARIZONA DEPARTMENT OF  
EDUCATION  
1535 W. Jefferson, Bin # 37  
Phoenix, Arizona 85007  
(602) 364-2517

IGA No: 25-22-ED

**PROJECT TITLE:**  
**SPECIAL EDUCATION**  
**TEACHER TUITION**  
**ASSISTANCE (SETTA)**

Effective Date: August 1, 2025

Termination Date: July, 31, 2026

Pursuant to Arizona Revised Statutes (A.R.S.) § 11-952 et seq. this Intergovernmental Agreement is entered into by the Arizona Department of Education ("ADE"), an agency of the State of Arizona, and Catalina Foothills School District ("CONTRACTOR"). Pursuant to A.R.S. § 11-951 et seq. both parties are authorized to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies.

Therefore the ADE and the CONTRACTOR agree to abide by all the terms and conditions set forth in this agreement.

For and on behalf of the CONTRACTOR:

For and on behalf of the Arizona Department of Education

2101 E RIVER RD

1535 W Jefferson Street, Bin # 37

Address

Phoenix, Arizona 85007

Tucson

AZ

85718

City

State

Zip Code

Signature of Person Authorized to Sign Date

Signature of Person Authorized to Sign Date

Braulio Garcia

Printed Name

Printed Name

Chief Procurement Officer

Title

Title

## INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the respective public body.

Signature

Signature

Typed Name and Title

Maria Syms/Director of Legal Services ADE

Date

Date



## **1. Purpose of Agreement**

The purpose of this contract is to provide funding to Public Education Agencies (PEAs) for reimbursement of eligible tuition, fees, books, and other required course materials to paraprofessionals and educational interpreters that leads to the Standard Teaching Certificate in the area of early childhood special education, mild/moderate disabilities, moderate/severe disabilities, deaf/hard of hearing, or visually impaired.

## **2. Term of Agreement**

This agreement is effective from **August 1, 2025** through **July 31, 2026** and can be renewed in accordance with Section 3 or be terminated in accordance with Sections 9 and 11.

## **3. Renewal of Agreement**

This agreement may be renewed for additional terms, upon agreement of the CONTRACTOR and ADE, and by both parties signing an Amendment extending this Agreement. ADE shall prepare the Amendment for additional periods for both parties' signatures.

## **4. Scope of Services**

ADE and the CONTRACTOR shall perform the obligations agreed to by each as set forth in Attachment "A," Scope of Work attached hereto and incorporated herein by reference.

## **5. Payment**

As payment for full and satisfactory performance of the services, the ADE agrees to pay the CONTRACTOR the appropriated amount of \$16,000.

## **6. Changes**

This agreement may only be changed in writing and must be signed by both parties and their duly authorized agents (an Amendment). In the event that state or federal law enacted after the effective date of this agreement conflicts with any term of this agreement, controlling law will apply and supersede that/those term(s). The parties agree to promptly consider an appropriate Amendment to the agreement to remove each conflict.

## **7. Arbitration**

Both parties agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.



## **8. Breach**

This agreement may be terminated by either party if the other party fails to fulfill its obligations.

## **9. Termination**

Except as otherwise provided, this agreement may be terminated without cause upon thirty (30) days written notice by either party.

## **10. Governing Law**

This agreement shall be governed and interpreted by the laws of the State of Arizona, and to the extent applicable, the Arizona Procurement Code (A.R.S. § 41-2501, et seq.) and the administrative rules promulgated thereunder (A.A.C. R2-7-901 et seq.).

## **11. Non-Availability of Funds**

Every payment obligation of the Arizona Department of Education (ADE) under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, this agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to ADE in the event this provision is exercised, and ADE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **12. Cancellation for Conflict of Interest**

Pursuant to A.R.S. § 38-511, the State of Arizona ("State"), its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract (agreement), without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract (agreement) or any extension of the contract (agreement) is in effect, an employee or agent of any other party to the contract (agreement) in any capacity or a consultant to any other party of the contract (agreement) with respect to the subject matter of the contract (agreement). A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

## **13. Non-Discrimination**

The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law.



#### **14. Records**

Pursuant to A.R.S. §§ 35-214 and 35-215, the CONTRACTOR shall retain and shall contractually require each subcontractor to retain all data, books and other records ("Records") relating to this agreement for a period of five years after completion of the agreement. All Records shall be subject to inspection and audit by the State at reasonable times. Upon request, the CONTRACTOR shall produce the original of any or all such Records.

#### **15. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement**

- A. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- C. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- D. ADE retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph A.

#### **16. Confidentiality**

ADE and CONTRACTOR may choose, from time to time, in connection with work contemplated under this agreement, to disclose confidential information to each other (Confidential Information). All such disclosures must be in writing and marked as Confidential Information. The Parties shall not disclose to unauthorized third parties any Confidential Information of the other Party and will use such information only for the purposes of this Agreement, and for three (3) years after the termination of this agreement; provided that the receiving Party's obligations hereunder shall not apply to information that: (A) is already in the receiving Party's possession at the time of disclosure; or, (B) is or later becomes part of the public domain through no fault of the receiving Party; or, (C) is received from a third party with no duty of confidentiality to the disclosing party; or, (D) was developed independently by the receiving party prior to disclosure; or, E. is required to be disclosed by law or regulation.

Any information that is transmitted orally or visually, in order to be protected hereunder, shall be identified as such by the disclosing party at the time of disclosure, and identified in writing to the receiving party, as Confidential Information, within thirty (30) days after such oral or visual disclosure. The CONTRACTOR shall retain the right to refuse acceptance of such Confidential Information that is not required for the purposes of this agreement.

Both parties agree to comply with the federal Family Educational Rights and Privacy Act of 1974. This applies to all provisions of this agreement which involves identifiable individual student data.



IGA No. 25-22-ED

Arizona Department of Education  
1535 W Jefferson, Bin # 37  
Phoenix, Arizona 85007

## 17. Property of the State

Title and exclusive copyright to all reports, information, data, curricula, materials, and software prepared by CONTRACTOR in performance of this agreement shall vest in the State of Arizona.

## 18. Public Record

Both parties recognize that work product developed under this agreement become public information, except as limited by section 16, "Confidentiality."

## 19. Notices

All written communications shall be addressed and mailed or personally served as follows:

To the CONTRACTOR:

To ADE:

Catalina Foothills School District  
Dr. Erin Matyjasik  
2101 E River Rd  
Tucson, AZ 85718  
Telephone: 520-209-8081  
Email: [ematyjasik@cfsd16.org](mailto:ematyjasik@cfsd16.org)

Arizona Department of Education  
Tracey Sridharan, Director of  
Professional Learning and Sustainability  
1535 W. Jefferson St.  
Phoenix, AZ 85007  
Telephone: 602-364-2066  
Email: [Tracey.Sridharan@azed.gov](mailto:Tracey.Sridharan@azed.gov)

## 20. Documents Incorporated By Reference

The Uniform Terms and Conditions are incorporated into this document by reference, and may be obtained by visiting:

[https://spointra.az.gov/sites/default/files/Uniform%20Terms%20and%20Conditions\\_r10.5\\_03-24.pdf](https://spointra.az.gov/sites/default/files/Uniform%20Terms%20and%20Conditions_r10.5_03-24.pdf) for the **Terms and Conditions**



## **INTERGOVERNMENTAL AGREEMENT**

### **ATTACHMENT A – SCOPE OF WORK**

IGA Number  
25-22-ED

## **1. Background**

- 1.1. This project provides funding to Public Education Agencies (PEAs) for reimbursement of eligible tuition, fees, books and other required course materials to paraprofessionals and educational interpreters that leads to the Standard Teaching Certificate in the area of early childhood special education, mild/moderate disabilities, moderate/severe disabilities, deaf/hard of hearing, or visually impaired.

## **2. Contractor Responsibilities**

- 2.1. PEA assures the special education teacher candidate continues to meet all program requirements therein, including:
- 2.1.1. Hold legal Arizona resident status;
  - 2.1.2. Employed by the PEA in a position that supports students with disabilities in the classroom through the duration of the program;
  - 2.1.3. Enrolled in an Arizona State Board-approved educator preparation program (EPP) that leads to special education teacher certification;
  - 2.1.4. Maintain continued program eligibility by completing no less than fifteen (15) credit hours each full program year (August 1- July 31) until the certificate requirements are met;
  - 2.1.5. Achieve at least a B grade for each upper division course required for the major and at least a C grade for all other classes with a minimum 3.0 cumulative grade point average (GPA) at the end of each program year;
  - 2.1.6. Complete the educator preparation program within two (2) to five (5) years;
  - 2.1.7. Remain employed by the PEA while in the program; and
  - 2.1.8. Accept employment in the PEA in a special education professional capacity corresponding to the special education certificate for a minimum of two (2) years after completing the program and receiving the special education certificate.
- 2.2. PEA assures that it meets all special education process, procedures, and funding requirements.
- 2.2.1. Special education policies and procedures approved and adopted by the local school board.



## **INTERGOVERNMENTAL AGREEMENT**

### **ATTACHMENT A – SCOPE OF WORK**

IGA Number  
25-22-ED

- 2.2.2. Special education policies and procedures on file at the PEA's administrative office.
- 2.2.3. ADE/ESS/Program Support and Monitoring notified of any current revisions made to the special education policies and procedures.
- 2.2.4. PEA in good standing and in full compliance with the State Board of Education or the Arizona State Board for Charter Schools and the Arizona Department of Education (ADE) regulations and administrative requirements.
- 2.3. PEA completes the following accountability measures each semester:
  - 2.3.1. Track and monitor the special education teacher candidate's progress to ensure fiscal and programmatic accountability.
  - 2.3.2. Provide mentoring support and submit the Mentoring Support Summary after fall and spring semesters.
  - 2.3.3. Develop a corrective action plan for identified additional support as needed.
- 2.4. The PEA shall enforce the accountability measures that are described in the SETTA Application PEA Accountability Plan.
- 2.5. The PEA will continue to employ the special education teacher candidate until he or she completes the program requirements unless the candidate quits or fails to meet employee expectations and is released from employment.
- 2.6. Once the special education teacher candidate has completed the program and obtained a special education teacher certificate, the PEA will employ the newly certified teacher as a special education professional for a minimum of two (2) full years.

### **3. Reporting Requirements**

The Contractor shall:

- 3.1. Submit the Course of Study with the finalized class schedule to [ESSRandR@azed.gov](mailto:ESSRandR@azed.gov) and obtain program approval before classes begin.
  - 3.1.1. Submit the final schedule at the start of each semester to confirm the Course of Study is current.
  - 3.1.2. Submit any changes to the Course of Study for pre-approval by the program area for tuition assistance to be provided.



## INTERGOVERNMENTAL AGREEMENT

### ATTACHMENT A – SCOPE OF WORK

IGA Number  
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- 3.2. The PEA will submit the Arizona Department of Education Educator ID number to [ESSRandR@azed.gov](mailto:ESSRandR@azed.gov) within six months of the special education teacher candidate's graduation.
- 3.3. When contacted by ADE/ESS in the spring, the PEA will confirm with ADE/ESS whether the special education teacher candidate will continue employment in the district or charter organization in the fall so the process of renewing the SETTA contract can proceed if the candidate is meeting all program requirements.

#### 4. Invoicing Requirements

- 4.1. All invoices must be submitted by the following due dates:
  - 4.1.1. Itemized invoices for courses completed between August 1 and December 31 must be submitted by January 31.
  - 4.1.2. Itemized invoices for courses completed between January 1 and May 31 must be submitted by June 30.
  - 4.1.3. Itemized invoices for courses completed between June 1 and July 31 must be submitted by August 31.
- 4.2. Invoices must be itemized to include the name of the teacher to receive funding, course numbers completed, and the funding amount.
- 4.3. All invoices must be sent to [essrandr@azed.gov](mailto:essrandr@azed.gov), [accountspay@azed.gov](mailto:accountspay@azed.gov) and [essprojects@azed.gov](mailto:essprojects@azed.gov).
- 4.4. At the completion of each semester, PEA submits the following to the ESS Recruitment and Retention Team at [ESSRandR@azed.gov](mailto:ESSRandR@azed.gov) within two (2) weeks of availability of transcripts to receive funding:
  - 4.4.1. Unofficial transcripts;
  - 4.4.2. Receipts for the purchase of books and other required course materials;
  - 4.4.3. Receipts for tuition payments or other documentation itemizing tuition payments; and
  - 4.4.4. Completed Mentoring Support Summary.
- 4.5. Invoices submitted beyond the required deadline outlined in 4.1 will require a written justification for not being submitted in a timely manner. The ADE reserves the right to not honor invoices submitted beyond the established timeline.





## **INTERGOVERNMENTAL AGREEMENT**

### **ATTACHMENT A – SCOPE OF WORK**

IGA Number  
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#### **5. ADE Responsibilities:**

- 5.1. Review Course of Study for each special education teacher candidate to pre-approve tuition reimbursement.
- 5.2. Review required evidence submitted each semester (Mentoring Support Summary, unofficial transcripts, and receipts).
- 5.3. Provide tuition reimbursement to PEA for the special education teacher candidate meeting all requirements.

#### **6. Budget**

- 6.1. Funding shall not exceed \$3,000 per year for the first 60 credit hours toward degree completion nor \$15,000 for subsequent credits toward the cost of tuition for credit hours towards degree completion and eligible fees, including application fees, graduation fees, and fees for exams required for certification. Funds shall not be used to pay for parking fees or late fees. Fee reimbursement is subject to program approval.
- 6.2. Reimbursement for required textbooks and other required course materials is limited to \$1,000 per year and subject to program approval.
- 6.3. Reimbursement for a \$1,000 mentoring stipend.
- 6.4. Funds shall be used to pay for Arizona State Board of Education-approved educator preparation program tuition and fees for all classes that meet the program's requirements. Funds may not be used to pay for remedial classes or additional classes beyond the scope of the requirements for the associate degree and/or bachelor's degree.
- 6.5. PEA understands the tuition assistance program will provide funding for the cost of tuition, fees, textbooks, and other required course materials that meet the program's requirements, if these occur:
  - 6.5.1. Federal IDEA funds are available to support this program;
  - 6.5.2. PEA maintains its commitments by adhering to these Assurances; and
  - 6.5.3. Special education teacher candidate continues to be eligible to receive the benefits of this tuition assistance program, as defined.
- 6.6. Only tuition and fees that are not already covered by state or federal funding sources are eligible for reimbursement.



## **INTERGOVERNMENTAL AGREEMENT**

### **ATTACHMENT A – SCOPE OF WORK**

IGA Number  
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- 6.7. PEA agrees to the following non-compliance conditions that may require repayment of funding by PEA:
- 6.7.1. If there are current issues of non-compliance with IDEA, funds from this program will be withheld until issues are resolved. If there is no resolution, funding may be withheld, and repayment required.
  - 6.7.2. If there are outstanding unpaid registration fees from previous ESS trainings, conferences, or institutes, funds from this program will be withheld until the outstanding unpaid registration is paid. If fees are not eventually paid by the time the project closes, funding will be void and repayment required.
  - 6.7.3. If any special education teacher candidate is unable to meet the minimum course requirements during program year (achieve a B grade for upper division courses required for the major, achieve at least a C grade for all other classes, maintain a 3.0 grade point average, and complete no less than fifteen (15) credit hours per program year), the PEA must submit a written petition for consideration by the ESS Recruitment and Retention Team and receive written confirmation of approval to continue. This petition shall describe why the minimum course requirements cannot be met and shall indicate the number of credit hours that will be completed. Failure to do so results in removal from program, cancellation of tuition assistance, and PEA repayment of all funds spent during that program year (August 1- July 31). Tuition will not be paid for any class that does not meet the grade requirements for tuition assistance. Classes that start but are not completed during the program year shall not be reimbursed by SETTA funds. (Acceptable reasons for an inability to fulfill the annual minimum semester credit hour requirements are for health reasons or emergency situations only). A candidate who fails to meet the grade requirement in a class will not be reimbursed for the course and must still meet the year-end cumulative 3.0 GPA or risk termination from the program. The designated PEA representative and candidate shall develop and implement a corrective action plan in collaboration with the ESS Recruitment and Retention Team to assist the candidate in meeting program requirements.
- 6.8. If the special education teacher candidate quits or is terminated for failure to meet the PEA's employment expectations, the individual's participation in the program will be cancelled, and the PEA may be required to repay all funds spent during the program year.
- 6.9. The PEA must notify the ESS Recruitment and Retention Team and the ESS Projects Team in writing via electronic mail if the PEA will be withdrawing from the SETTA program. The ESS Recruitment and Retention Team will determine if repayment is required for paid reimbursements made to the PEA prior to the notification and before the contract ended. Pending reimbursements for successfully completed coursework will also be evaluated and the ESS Recruitment and Retention Team will determine if payment will be rendered.



**INTERGOVERNMENTAL AGREEMENT**  
**Attachment B- Price Sheet**

ISA Number

25-22-ED

<b>ARIZONA DEPARTMENT OF EDUCATION INTERAGENCY SERVICE/INTERGOVERNMENTAL AGREEMENT BUDGET/ ESTIMATED NEEDS PAYMENT SCHEDULE FOR INSTITUTIONS OF HIGHER EDUCATION, STATE AGENCIES AND OTHER AGENCIES</b>		<b>INSTRUCTIONS</b> Submit original to ADE Contracts Management Unit as part of proposed Agreement/amendment. Final Agreement will contain instructions for submission of periodic/completion reports		
<b>A. AGREEMENT IDENTIFICATION FOR THE BUDGET PERIOD FROM:</b>		<b>August 1, 2025</b>	<b>To: July 31, 2026</b>	
<b>1. Applicant Agency:</b> Catalina Foothills School District		<b>2. Contact Person:</b> Erin Matyjasik		<b>3. Agreement No.:</b> 25-22-ED <b>Index No.:</b>
<b>4. Funding Source (Chapter 1, etc.)</b>		<b>5. Date submitted</b> 5/23/2025		
<b>6. Proposal Name (if any):</b> Special Education Teacher Tuition Assistance (SETTA)		<b>7. Check ONE</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal Application <input checked="" type="checkbox"/> Completion Report <input type="checkbox"/> Amendment <input type="checkbox"/> ADE Revision		
<b>B. AGREEMENT BUDGET</b>	<b>BUDGET</b>	<b>AMENDED BUDGET (3)</b>	<b>EXPENDITURE TO DATE (4)</b>	<b>BUDGET BALANCE (5)</b>
<b>*EXPENDITURE CATEGORIES</b>				
8. Stipend – Instructional				
9. Salaries – Non-Instructional				
10. Employee Benefits				
11. Mentor Stipend	\$1,000.00			
12. Books and Materials	\$1,000.00			
13. Purch Services/Consultant Fees				
14. Tuition Reimbursement	\$15,000.00			
15. Printing and Reproduction				
16. Utilities and Communications				
17. Other: competition/ event registration fees				
18. SUBTOTAL	\$17,00.00			
19. Indirect Cost (8% of Line 18)				
20. Capital Outlay				
21. TOTAL	\$17,000.00			
22. Administrative Costs				
<b>23. Cash Balance (For Completion Purposes)</b>				
<b>*SEE INSTRUCTIONS ON REVERSE SIDE</b>				
<b>C. COMPLETION REPORT SIGNATURE (Blue Ink Only)</b> I hereby certify that this is a reasonable statement of total expenditures for this contract.  _____				



**INTERGOVERNMENTAL AGREEMENT**  
**Attachment B- Price Sheet**

ISA Number

25-22-ED

Applicant Authorized Agent

Date

D. SUMMARY OF AVAILABLE FUNDS INCLUDED IN BUDGET ABOVE  
Prior FY C/O + FY State C/O + FY (New)+ Other = TOTAL FY



**Intergovernmental Agreement  
Attachment C – Intellectual Property**

ISA Number

25-22-ED

- **CONTRACTOR Materials and Inventions.** As between the parties, CONTRACTOR shall own all rights, title, and interests, in and to: all CONTRACTOR Materials and Inventions, including all patents, copyrights, trade secrets, and any other intellectual property rights pertaining thereto; all changes, modifications, updates or enhancements thereto made by CONTRACTOR; and all derivative works therefrom. CONTRACTOR shall grant to ADE for the duration of the term of the agreement a nonexclusive, worldwide right and license to copy, distribute, transmit, display, perform, create derivative works from, sub-license and otherwise use and exploit the CONTRACTOR Materials, in any medium now known or hereafter developed, provided that ADE and CONTRACTOR shall negotiate in good faith a mutually agreeable arrangement for an appropriate licensing fee payable to CONTRACTOR for any such license that will allow CONTRACTOR to recover any of its direct, out of pocket development costs in such CONTRACTOR Materials. To the extent any such license to ADE relates to CONTRACTOR Materials licensed from a third party and such third party license permits use of the Materials outside of the scope of this agreement or Statement of Work without any additional incremental charge, then the license between ADE and CONTRACTOR shall likewise not include any additional incremental charge (over and above cost recovery for CONTRACTOR) with respect to such Materials. Except as otherwise requested or approved by CONTRACTOR, ADE shall cease all use of the CONTRACTOR Materials upon expiration or termination of the agreement, and shall immediately return or destroy the same at CONTRACTOR's direction.
- **ADE Materials and Inventions.** From time to time, ADE may provide CONTRACTOR with certain ADE Materials. ADE shall own all rights, title, and interests in and to: all ADE Materials and Inventions including all patents, copyright, trade secrets, and any other intellectual property rights pertaining thereto; all changes, modifications, updates or enhancements thereto made by ADE or CONTRACTOR; and all derivative works therefrom. ADE hereby grants to CONTRACTOR a revocable, nonexclusive, non-assignable, non-transferable, worldwide limited right and license to copy, distribute, transmit, display, perform, create derivative works, sublicense and otherwise use and exploit the ADE Materials for the performance of the Services hereunder. The foregoing license does not give CONTRACTOR, and CONTRACTOR is not authorized, to sublicense such ADE Materials. Except as otherwise requested or approved by ADE, CONTRACTOR shall cease all use of the ADE Materials upon expiration or termination of the agreement, and shall immediately return or destroy the same at ADE's direction.
- **Joint Inventions.** During the term of this agreement, the parties jointly may conceive of Inventions relating to the provision of Services hereunder. In such event, CONTRACTOR and ADE shall jointly own any such Invention. All rights, title, and interests are jointly and equally shared by the CONTRACTOR and the ADE. In the event that such Inventions relate to Materials licensed from a third party and such third party requires fees for said Materials, each party shall be responsible for covering the costs of their use of these third party Materials outside the scope of this agreement. To the extent any such Inventions relates to Materials licensed from a third party and such third party license permits use of the Materials outside of the scope of this agreement or Statement of Work without any additional incremental charge, then likewise, there shall be no additional incremental charge to either party by the other with respect to such Materials.
- **Defined Terms.** For purposes hereof, the following terms have the following meanings:
- ***"Invention"*** shall mean any idea, design, concept, technique, process, machine, discovery or improvement, whether or not patentable, conceived of or made solely or jointly by CONTRACTOR and CONTRACTOR's employees, or jointly by CONTRACTOR and CONTRACTOR's employees with one or more employees of ADE, during the term of this agreement and in the performance of this agreement, provided that either the conception or reduction to practice thereof occurs during the term of this agreement and in the performance of the agreement.
- ***"Materials"*** shall mean any computer software, computer programs, architecture, computer functionalities, computer interfaces, computer code, computer files, images, photographs, designs, forms, data listings, or compilations or databases, graphics, artwork, text or writings, documents, abstracts and summaries thereof or any other related items or information reasonably required for the performance of the Services. "Materials" include Materials created by or for ADE ("*ADE Materials*") and Materials created by or for CONTRACTOR ("*CONTRACTOR Materials*")