

Board Office Use: Legislative File Info.	
File ID Number	21-3116
Introduction Date	1/12/21
Enactment Number	22-0067
Enactment Date	1/12/2022 os



Board Cover Memorandum

To Board of Education

From Sondra Aguilera, Chief Academic Officer
Matin Abdel-Qawi, High School Network Superintendent
Vinh Trinh, Manager, Comprehensive Student Supports and Master Scheduling
Kateri Dodds Simpson, Coordinator of College Access

Board Meeting Date January 12, 2022

Subject Agreement
Contractor: Institute for Healthcare Improvement
Services For: High School Linked Learning Office for Castlemont, Oakland High, McClymonds, and MetWest High Schools

Ask of the Board Approval by the Board of Education of an Agreement by and between the District and the Institute for Healthcare Improvement (IHI), Boston, MA, for the latter to provide coaching to site-based postsecondary teams at Castlemont, Oakland High, McClymonds, and MetWest High Schools; coaching and support is to improve postsecondary outcomes for Black and Brown, first-generation college going students, starting with the Class of 2022; the work performed by OUSD counselors and administrative school leadership will be monitored with weekly calls and information from each site for the coaching inquiry cycle; IHI shall pay a participation award per named site for their performance, as described in Exhibit A Statement of Work, for the period of September 1, 2021 through May 31, 2022, at no cost to the District.

Background Institute for Healthcare Improvement will work in partnership with the Oakland Unified School District to help schools make meaningful progress on equitably transforming school and community systems in a way that improve both the “whole student” and “whole community” outcomes that matter most to their community; improve processes related to students’ postsecondary access, starting with the graduating Class of 2022; and improve outcomes related to other aspects of “whole student” well-being (based on data gathered directly from students).

Discussion Institute for Healthcare Improvement will provide coaching to site-based postsecondary teams for coaching and support to improve postsecondary outcomes for Black and Brown, first-generation college going students.

Fiscal Impact Each participating school site, Castlemont, Oakland High, and McClymonds High School will receive \$15,000.00 in 3 payments for their participation and completion of program deliverables. MetWest High School will receive \$10,000.00 in two payments for its participation and completion of deliverables, all supported by their grant from the Bill and Melinda Gates Foundation.



Attachments

- Agreement
- Exhibit A - Statement of Work
- Exhibit B - Terms and Conditions from the Bill & Melinda Gates Foundation



AGREEMENT

between

Institute for Healthcare Improvement

and

Oakland Unified School District, on behalf of Oakland HS, McClymonds HS, Castlemont HS and MetWest HS

The Institute for Healthcare Improvement (IHI), supported by a grant from the Bill & Melinda Gates Foundation and in partnership with MAYA Consulting and Marcus Foster Education Institute, (“Faculty”) has begun an improvement initiative to support communities serving Black, Latinx, first generation college-going students, and those students experiencing poverty in preparing to complete their secondary education and transition to postsecondary institutions. The goals of the improvement community are to support participating school and district-based teams to:

- Make meaningful progress on equitably transforming school and community systems in a way that improve both the “whole student” and “whole community” outcomes that matter most to their community;
- Improve processes related to students’ postsecondary access, starting with the graduating Class of 2022; and
- Improve outcomes related to other aspects of “whole student” well-being (based on data gathered directly from students), starting with the class of 2022.

This initiative will be supported by a formative and summative evaluation led by the Wandersman Center.

In support of the Postsecondary Access Equity Improvement Community, Oakland Unified School District (OUSD), on behalf of Oakland HS, Castlemont HS, McClymonds HS and MetWest HS, has agreed to serve in the role of Improvement Community Participant. This agreement summarizes the terms and conditions that apply to the use of this funding.

This Agreement (“Agreement”) is made effective as of September 1, 2021 (the “Effective Date”), by and between the **Institute for Healthcare Improvement**, a non-profit organization incorporated under the laws of Michigan (“IHI”), and OUSD (on behalf of, Oakland HS, Castlemont HS, McClymonds HS and MetWest HS as participating schools within the district). IHI and OUSD are sometimes referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

AGREEMENT

The Institute for Healthcare Improvement (IHI) has been awarded grant funding for a “Post-Secondary Access Community” (“Project”) from the Bill & Melinda Gates Foundation (“Funder”), consistent with the stated objectives of the Foundation’s Networks for School Improvement (NSI) body of work.

IHI wishes to include OUSD as a partner in the project and OUSD is willing to participate on the terms and conditions set forth herein.

OUSD and IHI agree as follows:

1. Statement of Work

During the Term (as defined in Section 4 below) of this Agreement, OUSD shall pursue specific work (the “Work”) as set out in **Exhibit A**. Additional Statements of Work shall be deemed issued and accepted only if signed by the Parties.

2. Incorporation of Prime Award Terms and Conditions

This Agreement is subject to the terms and conditions of the funder included as **Exhibit B**. Unless the context clearly requires otherwise, OUSD agrees to be bound by, and perform the Work in accordance with, the terms and conditions under **Exhibit B**.

3. Roles and Responsibilities

As part of this Agreement OUSD will:

- (a) Designate one of its employees to serve as its key contact for this project and to act as its authorized representative with respect to matters pertaining to this Agreement.
- (b) Require that the key contact respond in a punctual manner to any reasonable requests from the Faculty for instructions, information, or approvals required by IHI in the execution of the project.

4. Term and Termination

- (a) Term. This Agreement shall commence on April 1, 2021 and shall conclude on May 31, 2022, unless sooner terminated pursuant to Section 4(b) below. The

initial term and each further term (if any) as agreed upon by the Parties in writing shall be referred to herein as a "Term".

(b) Termination. Either Party may terminate this Agreement, effective upon 30 days written notice to the other Party.

(c) Effect of Termination.

a. Any funds received but not utilized at the time of termination shall be promptly refunded to IHI;

b. The rights and obligations of the Parties and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

5. Compensation

(a) In consideration of the work performed by OUSD, IHI shall pay the sub-award set out in the applicable Statement of Work. Payment to OUSD of sub-award amounts pursuant to this Agreement shall constitute payment in full for the performance of the sub-award.

(b) OUSD shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by IHI hereunder; provided, that, in no event shall OUSD pay or be responsible for any taxes imposed on, or with respect to, IHI's income, revenues, gross receipts, personnel, or real or personal property, or other assets.

6. Relationship of the Parties

The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

7. Intellectual Property

(a) All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, change packages, charters, bibliographies, descriptions of tests of change, instructional materials

and sample learning session agendas, correspondence, reports, models, literature, methods, processes, photographs, plans, sketches, specifications, drawings or similar results and embodiments developed or produced in connection with the Services under this Agreement and any related SOW (the “Work Product”) is the exclusive property of the IHI including all Intellectual Property Rights therein.

- (b) IHI hereby grants OUSD a license to use all Intellectual Property Rights in the Work Product free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable OUSD to make reasonable use of the Work Product for non-commercial purposes. All tools, materials, and resources developed and produced within the community will be freely available to participants and their networks.
- (c) Any and all materials developed by OUSD and provided by OUSD to IHI shall be and remain the intellectual property of OUSD, and IHI may only use and/or rely on such materials within the context of this Agreement.

8. Confidentiality

Each Party shall maintain in confidence, and shall use and disclose only as authorized by the other Party all Confidential Information (as defined below) that such Party obtains or receives in connection with this Agreement. If the receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify disclosing Party of such requirements to afford disclosing Party the opportunity to seek, at disclosing Party's sole cost and expense, a protective order or other remedy. “Confidential Information” shall mean information pertaining to the business, finances, employees, patients, services or technology of either Party which is disclosed or otherwise made available by one Party to the other Party and (a) is clearly labeled or otherwise identified in writing as confidential, or (b) is identified orally as confidential at the time of disclosure with written confirmation within fifteen (15) days thereafter; provided, however, that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of receiving Party's breach of this Section 6; (ii) is or becomes available to the receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in receiving Party's possession prior to disclosing Party's disclosure hereunder; or (iv) was or is independently developed by receiving Party without using any Confidential Information.

9. Non-Exclusive Agreement

This Agreement is non-exclusive.

10. Force Majeure

IHI shall not be liable or responsible to OUSD nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of IHI including, without limitation: (a) acts of God; (b) flood, fire or explosion; (c) war, invasion, terrorist activities, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns or other industrial disturbances; (g) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent, that materially prevents or seriously hinders performance; or (h) telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of ninety (90) days, OUSD shall be entitled to give notice in writing to IHI to terminate this Agreement.

11. Limitation of Liability

IN NO EVENT SHALL IHI BE LIABLE TO OUSD OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT IHI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL IHI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED AMOUNTS PAID OR PAYABLE TO OUSD PURSUANT TO THE APPLICABLE STATEMENT OF WORK.

12. Use of Name

No Party shall use any trademark, service mark, symbol or logo thereof in any press release, advertising, publicity or other public communication of the other Party without the prior written approval, but may refer to the name of IHI in OUSD documents where appropriate to indicate the partnership that OUSD has with IHI and indicate IHI involvement in any joint projects. Throughout the Term of this Agreement, each Party will ensure that its activities conducted within the context of this Agreement are in

furtherance of, and consistent with, the overall research, educational and quality of patient care objectives of IHI.

13. Compliance with Laws

Each Party agrees that it will comply in all material respects with all applicable federal and state laws, regulations, rules or orders in performing its obligations under this Agreement.

14. Successors and Assigns

This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

15. No Third-Party Beneficiaries

This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

16. Governing Law, Jurisdiction, and Venue

This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the Commonwealth of Massachusetts. Any legal suit, action, or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Massachusetts in each case located in the city of Boston and County of Suffolk, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non conveniens. Service of process, summons, notice, or other document by mail to such Party's address set out herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

17. Waiver

This Agreement, including any Statements of Work, schedules and attachments attached hereto, constitutes the entire understanding between the Parties, and supersedes and replaces all prior and contemporaneous agreements, understandings, writings and discussions between the Parties, with respect to the subject matter of this Agreement. The terms of this Agreement can be modified only in writing and signed by both Parties.


18. Counterparts

This Agreement may be executed in counterpart copies, each of which will constitute one and the same agreement and each will constitute an original. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.


[Signature page follows]


IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the Effective Date.

Institute for Healthcare Improvement

 On behalf of: _____
Name: Amy Hosford-Swan
Title: Chief Financial Officer

Oakland Unified School District

 _____
Name: Gary Yee
Title: President, Board of Education

 _____
Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

Approved as to form by OUSD Staff Attorney Joanna Powell on 10/28/2021.

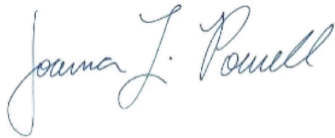


Exhibit A
STATEMENT OF WORK

OUSD will support the following project activities:

I. Project Activities

Improvement Community Activities

- *Learning and Community-Building Meetings*
These virtual meetings will provide a structure and focus to bring together a diverse team to make meaningful progress on postsecondary success. The meeting model uses human-centered design principles, which puts people most affected by the inequities in a system, at the center of new design solutions and includes critical analysis of data to assess progress along the way. These meetings provide an opportunity to support teaching, coaching, and community-building. We anticipate up to three meetings, taking place over two days, up to 5 hours per day.

- *Webinars*
Monthly team webinars (up to 90 minutes) will focus on understanding the steps to implementing the ideas for change within the settings where the teams are working to accelerate improvement work and achieve results.

- *Group Coaching Sessions*
These monthly sessions (up to 90 minutes) provide an opportunity for participants to gather in peer support and in relationship building based on similar experiences. For example, we plan to offer a space for the student leaders participating on the teams to have shared space to come together and build camaraderie and shared power.

Data Collection and Sharing

Participation in this initiative entails sharing College and Career data with the Improvement Community. This data can include FAFSA completion rates, college entrance exam completion rates, and other data related to postsecondary engagement activities. IHI and OUSD shall execute a separate Data Sharing Agreement prior to OUSD's disclosure of any student data other than directory information. Outside of access to data, participating in the initiative requires student and community input in the form of surveys and possibly interviews and/or focus groups. IHI shall comply

with all legal obligations related to student survey participation, including obtaining parental permission therefore, if required by law.

II. Team and Time Commitments

A successful team will have a multi-stakeholder participation and will contribute varying amounts of time toward improvement activities which are outlined below.

Team Composition:

- Day to day point of contact or leader (~4 hours per week)
- Senior leader/Champion (~2 hours per week)
- Data collection (~4 hours per week)
- Parent/Community members (~2-3 hours per week)
- Students (~2-3 hours per week)

In addition to the core roles described above, your team should have representation from other key areas, such as administration and college and career staff. There may be one or more individuals on the team who fit each dimension, and one individual may fill more than one role, but each component should be represented to successfully drive improvement in your school, district, and community. When looking for additional team members, consider those who are opinion leaders in your system (i.e. individuals sought out for advice and who are not afraid to try changes).

Time Commitment

Improvement Community Activities

- *Learning and Community-Building Meetings – Virtual*
 - Team participation: ~5 hours per day over 2 days. 3 meetings between September 2021 – May 2022
 - Prep time: ~3 hours
 - Post-event improvement activities, which may include improvement team meetings (also referenced below), testing new ideas, conducting focus groups, and collecting data to support your improvement goals.
- *Webinars*
 - Up to 1.5 hours of live webinar participation (monthly)
 - 2-4 hours of improvement team meetings (weekly)
- *Group Coaching Sessions*
 - Up to 1.5 hours for a group coaching call (monthly)

Data Collection and Sharing

For **data collection purposes**, the following time commitment will be expected:

- College and Career Center Staff (or similar offices) - 4 hours/month (in the form of weekly check-ins)
- Administrators - 1 hour/month (in the form of monthly check-ins)
- District Data Administrator - 1 hour/month (in the form of creating and sharing reports)
- Parent Support Specialist¹ - 2 hours total over the course of the project (sharing access to parents/community; survey and/or interview)
- Parents/Community Members - 1 hour total over the course of the project (survey completion)
- Students - 1 hour total over the course of the project (survey completion)

Term

The period of performance for this Agreement is from April 1, 2021, to May 31, 2022 for services at Oakland HS, Claremont HS and McClymonds HS, and from September 1, 2021 to May 31, 2022 for services at MetWest HS.

Fees & Expenses

During the term of this Agreement, IHI will distribute award funds to OUSD in accordance with the Budget and Payment Schedule below. Any funds that have not been used for, or committed to, the project upon expiration or termination of this Agreement must be returned promptly to IHI. Any requests for award carry-forward beyond the term of the Agreement must be submitted in writing and approved by IHI.

Budget

OUSD will receive a \$15,000 unrestricted stipend per site (\$45,000 total) to support the participation of three sites who launched work in spring 2021 (Oakland HS, Castlemont HS and McClymonds HS), split into three payments, and a \$10,000 unrestricted stipend for the additional site beginning work in fall 2021 (MetWest HS), split into two payments. The funds will be disbursed in accordance with the payment schedule below.

Payment

¹ If applicable.

All payments due pursuant to this Agreement shall be payable in United States Dollars and shall be made by check or by wire transfer as follows, or as OUSD may otherwise notify IHI in writing from time to time.

Bank Name:

Bank Address:

Account Name:

Account Number:

Bank Code:

SWIFT Code:

OUSD will send reports to IHI at the following address:

Institute for Healthcare Improvement
53 State Street, 19th Floor, Boston MA 02109
Attn: Dorian Burks
Email: dburks@ihi.org

Payment Schedule

- 1st payment of \$20,000 shall be issued upon execution of this agreement (including payments for Oakland HS, Castlemont HS, McClymonds HS and MetWest HS). Please send documentation of OUSD's subsequent payments to the individual high schools prior to 2nd payment.
- 2nd payment of \$15,000 shall be issued in November and will be contingent on the sites' continuous engagement in the project (including payments for Oakland HS, Castlemont HS, and McClymonds HS). Please send documentation of OUSD's subsequent payments to the individual high schools prior to 3rd payment.
- 3rd payment of \$20,000 shall be issued in January and will be contingent on the sites' continuous engagement in the project (including payments for Oakland HS, Castlemont HS, McClymonds HS and MetWest HS).

Day to Day Point of Contact/Leader

Please list the name, title, and email address of the individual who will serve as the point of contact or leader for the Postsecondary Access Equity Improvement Community for each participating site.

- Oakland HS
 - NAME: Pamela Moy

- TITLE: Principal
- E-MAIL: pamela.moy@ousd.org
- Castlemont HS
 - NAME: Michael Scott
 - TITLE: Principal
 - E-MAIL: michael.scott@ousd.org
- McClymonds HS
 - NAME: Jeffrey Taylor
 - TITLE: Principal
 - E-MAIL: jeffrey.taylor@ousd.org
- MetWest HS
 - NAME: Shalonda Gregory
 - TITLE: Principal
 - E-MAIL: shalonda.gregory@ousd.org

IN WITNESS WHEREOF, the undersigned parties have executed this Statement of Work as of the Effective Date.

Institute for Healthcare Improvement

Cathleen Duff On behalf of:
 Name: Amy Hosford-Swan
 Title: Chief Financial Officer

Oakland Unified School District

G.S.D. Yee
 Name: Gary Yee
 Title: President, Board of Education

Kyla Johnson-Trammell
 Kyla Johnson-Trammell
 Superintendent and Secretary, Board of Education

Approved as to form by OUSD Staff Attorney Joanna Powell on 10/28/2021.

Joanna L. Powell

Exhibit B

Flow Down Terms and Conditions from Bill & Melinda Gates Foundation

The below terms and conditions are drawn from the prime agreement between IHI and the Bill & Melinda Gates Foundation. “You” refers to IHI and any recipients of subawards made from the prime award.

PROJECT SUPPORT

Reserved

GLOBAL ACCESS

GLOBAL ACCESS COMMITMENT

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. "Funded Developments" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "Background Technology" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. "Global Access" means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

HUMANITARIAN LICENSE

Subject to applicable laws and for the purpose of achieving Global Access, You grant the Foundation a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works, publicly perform, and display Funded Developments and Essential Background Technology. “Essential Background Technology” means Background Technology that is: (a) owned, controlled, or developed by You, or in-licensed with the right to sublicense; and (b) either incorporated into a Funded Development or reasonably required to exercise the license to a Funded Development. You confirm that You have retained sufficient rights in the Funded Developments and Essential Background Technology to grant this license. You must ensure this license survives the assignment or transfer of Funded Developments or Essential Background Technology. On request, You must promptly make available the Funded Developments and Essential

Background Technology to the Foundation for use solely under this license. If You demonstrate to the satisfaction of the Foundation that Global Access can best be achieved without this license, the Foundation and You will make good faith efforts to modify or terminate this license, as appropriate.

PUBLICATION

Consistent with Your Global Access commitments, if the Project description specifies Publication or Publication is otherwise requested by the Foundation, You will seek prompt Publication of any Funded Developments consisting of data and results. "Publication" means publication in a peer-reviewed journal or other method of public dissemination specified in the Project description or otherwise approved by the Foundation in writing. Publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers Global Access. If You seek Publication in a peer-reviewed journal, such Publication shall be under "open access" terms and conditions consistent with the Foundation's Open Access Policy available at: www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy, which may be modified from time to time. Nothing in this section shall be construed as requiring Publication in contravention of any applicable ethical, legal, or regulatory requirements. You will mark any Funded Development subject to this clause with the appropriate notice or attribution, including author, date and copyright (e.g., © 20<> <Name>).

INTELLECTUAL PROPERTY REPORTING

Reserved

SUBGRANTS AND SUBCONTRACTS

SUBGRANTS AND SUBCONTRACTS

Reserved

SCHOLARSHIPS AND FELLOWSHIPS

Reserved

TRAVEL STIPENDS AND CONFERENCE FEES

You will have sole discretion over Your selection of any recipients of travel stipends or conference expense reimbursements under this Agreement and must conduct the selection process independently of the Foundation. Foundation trustees and employees are not eligible to receive travel stipends or conference expense reimbursements.

RESPONSIBILITY FOR OTHERS

You are responsible for (a) all acts and omissions of any of Your trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

PROHIBITED ACTIVITIES

ANTI-TERRORISM

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws relating to combating terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) in or with countries or territories against which the U.S. maintains comprehensive sanctions (currently, Cuba, Iran, Syria, North Korea, and the Crimea Region of Ukraine), including paying or reimbursing the expenses of persons from such countries or territories, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

ANTI-CORRUPTION; ANTI-BRIBERY

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org.

LOBBYING AND ELECTIONEERING PROHIBITION

You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that the Foundation has not earmarked Grant Funds to support lobbying activities or to otherwise support attempts to influence legislation. Activities will be conducted consistent with the private foundation lobbying rules and exceptions under Internal Revenue Code Section 4945 and related regulations. You confirm that the Budget (or the combined project budget if there are multiple funders) accurately reflects that You will expend at least the amount of the Grant Funds on (a) non-lobbying activities in the project year, or (b) for multiple year projects, the total non-lobbying portion of the project.

OTHER LOBBYING, GIFT, AND ETHICS RULES

You agree to comply with any national, state, local, or other lobbying, gift, and ethics rules applicable to the Project. The Foundation is not retaining or employing You to engage in lobbying activities.

OTHER

PUBLICITY

A Party may publicly disclose information about the award of this grant, including the other Party's name, the total amount awarded, and a description of the Project, provided that a Party obtains prior written approval before using the other Party's name for promotional purposes or logo for any purpose. Any public disclosure by You or Your subgrantees, subcontractors, contingent workers, agents, or affiliates must be made in accordance with the Foundation's then-current brand guidelines, which are available at: www.gatesfoundation.org/brandguidelines.

LEGAL ENTITY AND AUTHORITY

You confirm that: (a) You are an entity duly organized or formed, qualified to do business, and in good standing under the laws of the jurisdiction in which You are organized or formed; (b) You are not an individual (i.e., a natural person) or a disregarded entity (e.g., a sole proprietor or sole-owner entity) under U.S. law; (c) You have the right to enter into and fully perform this Agreement; and (d) Your performance will not violate any agreement or obligation between You and any third party. You will notify the Foundation immediately if any of this changes during the term of this Agreement.

COMPLIANCE WITH LAWS

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

COMPLIANCE WITH REQUIREMENTS

You will conduct, control, manage, and monitor the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, state, local, institutional, and school district or school network standards ("Requirements"). You will obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity. As a part of Your annual progress report to the Foundation, You must report whether the Project activities were conducted in compliance with all Requirements.

If the Project involves: a. any protected information (including personally identifiable, protected health, or third-party confidential), You will not disclose this information to the Foundation without obtaining the Foundation's prior written approval and all necessary consents to disclose such information; and/or b. children, students, or vulnerable subjects, You will obtain any necessary consents and approvals unique to these subjects. Any activities by the Foundation in reviewing documents and providing input or funding does not modify Your responsibility for determining and complying with all Requirements for the Project.

RELIANCE

You acknowledge that the Foundation is relying on the information You provide in reports and during the course of any due diligence conducted prior to the Start Date and during the term of this Agreement. You represent that the Foundation may continue to rely on this information and on any additional information You provide regarding activities, progress, and Funded Developments.

TERM AND TERMINATION

TERM

Reserved

TERMINATION

Reserved

RETURN OF FUNDS

Reserved

MONITORING, REVIEW, AND AUDIT

Reserved

INTERNAL OR THIRD PARTY AUDIT

Reserved

RECORD KEEPING

You will maintain complete and accurate accounting records and copies of any reports submitted to the Foundation relating to the Project. You will retain such records and reports for 4 years after Grant Funds have been fully spent. At the Foundation's request, You will make such records and reports available to enable the Foundation to monitor and evaluate how Grant Funds have been used or committed.

SURVIVAL

A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

GENERAL

ENTIRE AGREEMENT, CONFLICTS, AND AMENDMENTS

Reserved

NOTICES AND APPROVALS

Written notices, requests, and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Agreement Summary & Signature Page, or as otherwise directed by the other Party.

SEVERABILITY

Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

ASSIGNMENT

You may not assign, or transfer by operation of law or court order, any of Your rights or obligations under this Agreement without the Foundation's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

COUNTERPARTS AND ELECTRONIC SIGNATURES

Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.