MEMORANDUM OF UNDERSTANDING

Between

Comp-U-Dopt Inc.

# And

# Community Partner

# This Memorandum of Understanding (“MOU”) is made by and between Comp-U-Dopt Inc., (hereinafter called Contractor) and Community Partner (hereinafter called Partner) to provide Compudopt programming to the Partner as defined below.

A. PURPOSE OF MOU

The purpose of this MOU is to establish a formal working relationship, as set forth by the provisions herein, which stipulate the respective partnership roles and responsibilities of the above entities.

1. TERM OF MOU

This MOU shall commence on Date, and shall continue in effect until Date unless terminated by either party in writing and in accordance with the terms and provisions of this agreement. Parties can amend this agreement at any time in writing with 30-days notice.

1. TERMINATION OF MOU

 This MOU may be terminated as follows:

1. By either party, without cause, by providing the other party 30 days advance written notice;
2. By Partner if Contractor commits a material breach of any of the terms of this MOU and such breach is not cured within a reasonable time after notice and opportunity to cure;
3. By Contractorif Partner commits a material breach of any of the terms of this MOU and such breach is not cured within a reasonable time after notice and opportunity to cure; and

In the case of termination, each party shall be responsible for its own costs, expenses, and third-party contractual obligations up to the time of termination.

1. SCOPE OF WORK

The partnership may include the following programming within the period of this agreement with content of program details provided in the attached documents (note content is subject to change based on the impact of COVID-19 but will be communicated in advance to the Partner).:

1. 2 (two), Learn2Earn Licenses for Partner (up to 30 seats) beginning DATE. Two Learn2Earn programs for 15 students each will be delivered by the Contractor in the Fall 2022.

**Contractor** agrees to provide the following Services and general obligations:

1. In-person or virtual delivery of content and curriculum for the above program sessions as defined in the 1-page program overview provided in the attached documents.
	1. A skilled trainer provided by the Contractor will be responsible for the delivery of content and curriculum, unless otherwise agreed and indicated in this agreement that the Partner will provide staff members to deliver content. If the program cannot be delivered in person due to COVID-19, Contractor will be providing programming virtually via Zoom to identified students
	2. If Partner will provide staff members, Contractor will train those individuals in the delivery of curriculum in advance of program delivery.
2. Contractor will supply all required consumable materials for the program sessions identified above.
3. Contractor will loan non-consumable materials (e.g., video cameras, dissection computers, tablets) for the technical curriculum elements in the above sessions. These materials will remain the property of the Contractor following program completion.
4. Contractor will regularly communicate with Partner at agreed intervals or when needed to support the success of the programs at the Partner site.
5. Contractor will facilitate pre and post surveys to evaluate program effectiveness, outcomes will be shared with the Partner and relevant third-party funding partners as appropriate.
6. Contractor and Partner agree to determine program delivery times during which students are fully available and have no other conflicting priorities and are able to stay for the duration of program delivery.
	1. All dates and session times must be agreed and confirmed a minimum of 10 days in advance of the program start date.
	2. Delays to the program start as the result of dates/times not being confirmed may result in changes to program content and the inability of the Contractor to deliver content as agreed. All reasonable effort will be made to make up program time.
7. Contractor will retain all rights and copyright for all content and curriculum.
8. Contractor will support the recruitment of students as needed and on request by Partner.
9. Contractor will provide training for site staff at no additional cost.

**Partner** hereby agrees to the following general obligations:

1. Partner will regularly communicate with Contractor at agreed intervals or when needed to support the success of the programs at the Partner site.
2. Partner will notify Contractor a minimum of seven business days in advance of necessary schedule changes including testing dates, school/partner holidays, and modified schedule date changes.
3. Partner agrees to provide Contractor with a full roster and demographic data for each student participating in any collaborative program delivered between the Partner and Contractor.
4. Partner is responsible for securing media and participation releases, health related data, as well as emergency contact information for all students who participate as necessary.
5. Partner and Contractor agree to determine program delivery times during which students are fully available and have no other conflicting priorities and are able to stay for the duration of program delivery.
	1. All dates and session times must be agreed and confirmed a minimum of 10 days in advance of the program start date.
	2. Delays to the program start as the result of dates/times not being confirmed may result in changes to program content and the inability of the Contractor to deliver content as agreed. All reasonable effort will be made to make up program time.
6. Partner will lead recruitment of students for the program. Partner will recruit and register a minimum of 15 students in grades 9th-12th grade before the program start date for each term. Partner will promptly notify Contractor if minimum student threshold is not reached within 1 week of program start date.
7. Partner will provide a site manager for all programs delivered who will stay for the duration of program delivery to support student success and classroom management.
8. Partner will attend training sessions by Contractor in advance of program start date.
9. Partner will provide a designated space with tables, chairs, and access to electrical outlets and high-speed internet for program delivery.
10. If the program is delivered virtually, Partner will log in to the program 15 minutes before each session, ensure all students can access their computers and supplies, and project the program session onto a screen visible to all students in the room.
11. Partner will provide a temporary storage area to keep all student computers and program supplies in between program sessions.
12. Partner will provide feedback to Contractor on overall program success and evaluation.
13. COMPENSATION, INVOICING AND PAYMENT
14. COMPENSATION

License fees applicable to this partnership will be invoiced upfront and payment is due by the first day of program delivery.

License fees are as follows:

* 2 (two), Learn2Earn Licenses (up to 30 students) of $5,000 (partner total of $10,000; total cost of $30,000) have been waived. (Dependent upon registration requirements)

**Total Invoice Amount for this agreement is $0.00.**

1. INVOICING
	1. Contractor shall submit invoices electronically for any charges due under this agreement on commencement of the program start date. If no amount is owed, no invoice will be submitted.
	2. Invoices will include a description of services performed under this agreement
2. PAYMENT
	1. Partner will make payments to Contractor within thirty (30) days following receipt of correct invoices for the amount agreed. If no amount is owed no invoice will be submitted.
	2. If the invoice is incorrect, Partner will notify Contractor within five (5) business days of receiving the incorrect invoice. Upon receiving the corrected invoice from the Contractor, Partner will make payment within thirty (30) days.
3. REFUNDS
	1. No refunds are available for any payment or partial payment of programming which has commenced or is within 5 business days of commencement.

I certify that I have read and understand the terms and conditions stated within the Memorandum of Understanding between the Contractor and the Partner and agree to all terms and conditions as stated.

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| Comp-U-Dopt Inc. |  |
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