

Contract Committee Review Request  
**MUST BE COMPLETED IN FULL**

Date: 07/28//2021

Contract/Agreement Vendor: Project Wayfinder

Name of Vendor		
<u>Nicole Germanov</u>		<u>(650) 575-5199</u>
Contact Person	Phone Number	
<u>PO Bo 2876</u>		
Address		
<u>Berkeley</u>	<u>CA</u>	<u>94702</u>
City	State	Zip
<u>nicole@projectwayfinder.com</u>		
Email address		
<u>2021/22 school year</u>		
Date of services		

IS THIS A NEW VENDOR? IF SO, PLEASE PROVIDE :  
W9 \_\_\_\_\_  
And \_\_\_\_\_  
Vendor Registration \_\_\_\_\_

Person Submitting Contract/Agreement for Review: Jason Jedamski Vanguard Academy  
Name Site

Reason for Review: (New Agreement, Renewal...): New Agreement

Audience/Group to benefit from Contract/Agreement: Vanguard Staff

**Routing Approval: PLEASE SEND TO APPROPRIATE LEADERSHIP TEAM MEMBER BEFORE SENDING TO STACIE CHASE**

Principal and Director or Administrator: \_\_\_\_\_  
Signature

Does this Contract/Agreement utilize technology? No  Yes

Has it been reviewed by the Chief Technology Officer? No  Yes

If yes, Approved by: \_\_\_\_\_  
(Signature) Technology /Approval

Leadership Team Member: Harsh Dyer  
Signature

Funding Source: Bond Fund  
Description OCAS Coding

- Process: PLEASE FOLLOW ALL STEPS
1. The Contract/Agreement is reviewed and approved by site Principal/ Director/ Administrator.
  2. If Technology related, the Contract/Agreement is reviewed and approved Technology.
  3. Prepare Board Agenda Memorandum and attach to Contract/Agreement.
  4. Begin the requisition process and place a comment in the Notes section that says, "Please hold req pending board approval on 8/19/21"  
Date of Board Meeting
  5. Attach this form with Contract/Agreement and Board Memo
  6. The appropriate Leadership Team Member will review and submit to the Contract Committee
  7. Keep copy for your records

*The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:30a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Stacie Chase. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*



## **MEMORANDUM**

To: Dr. Janet Vinson

From: Jason Jedamski

Date: July 28, 2021

Re: Project Wayfinder Inc-New Agreement

### **SUBJECT**

Discussion, motion and vote on motion to approve or disapprove the new agreement between Project Wayfinder Inc. and Broken Arrow Public Schools for \$16,760.00 J. Jedamski

### **ENCLOSURE/ATTACHMENTS**

New Agreement

### **SUMMARY**

Discussion, motion and vote on motion to approve or disapprove the new agreement between Broken Arrow Public Schools and Project Wayfinder Inc., providing social and emotional support curriculum. J Jedamski

### **FUNDING**

Bond Fund

### **RECOMMENDATION**

Approve



Project Wayfinder Inc.  
 PO Box 2876  
 Berkeley, CA 94702  
 (650) 575-5199

WAYFINDER PRICE QUOTE  
 2021-22 School Year

DATE  
 7.19.21

QUOTE NO.  
 1

**BILL TO**  
 Vanguard Academy of Broken Arrow  
 Jason Jedemski  
 jjedamski@baschools.org

**PAY TO**  
 Project Wayfinder Inc.  
 PO BOX 2876, Berkeley CA 94702  
 accounting@projectwayfinder.com  
 (650) 575-5199

ITEM DESCRIPTION	NOTES	QTY	PRICE EA	TOTALS
Schoolwide Training, Onboarding, Support & Teacher Materials.		1	8,000.00	\$ 8,000.00
Belonging 3: 9th Grade		83	60.00	\$ 4,980.00
Purpose 1: 10th Grade		83	60.00	\$ 3,780.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

SUBTOTAL \$ 16,760.00  
 TRAVEL & LODGING  
 ADDITIONAL EXPENSES\*  
 DISCOUNTS  
 SHIPPING & HANDLING  
 SALES TAX  
 TOTAL PRICE \$ 16,760.00

- Notes:**
- Project Wayfinder Curricula is a digital product that includes
    - Social and Emotional Learning curricula
    - WayPoints, Formative Assessments to assess and respond to student mental and emotional needs
    - A fully developed digital classroom activity library with over 180 engaging classroom activities
    - A fully developed digital teacher resource library to foster ongoing professional development for educators

For questions concerning this quote, please contact  
 Nicole Germanov | 650-575-5199 | Nnicole@Projectwayfinder.com  
 Please make all checks payable to Project Wayfinder Inc  
 www.projectwayfinder.com

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

# PROJECT

# WAYFINDER

Cover Page for Faxing Documents to your DocuSign Envelope

1. Write the number of pages on the line below.
2. Fax the document and cover page to the appropriate number below:

U.S. and Canada: +1 888 258 5388, +1 206 452 7455

London: +44 330 822 0429

Singapore: +65 3158 6882

Australia: +61 280 155 634

From: Jason Jedamski

Envelope Subject: Please sign the Project Wayfinder MSA, NDA + COPPA Consent

Attachments to Fax:

Envelope ID: 81b1e855-8b7a-4328-880b-cd2e173fe360

Sender Account Name: Project Wayfinder

Number of Pages:  
(Including cover page) \_\_\_\_\_

DocuSign Customer Support: <https://support.docusign.com>

**Note:**

Fax transmissions take approximately one minute per page faxed.

This page may only be used once. If you would like to fax again, you must print a new cover page.

AAAAAXP2CXE

AAAAAXP2CXE

## MASTER SERVICES AGREEMENT

This is a Master Services Agreement ("Agreement") dated as of \_\_\_\_\_, 20\_\_\_\_, between PROJECT WAYFINDER, INC., a Delaware corporation ("Project Wayfinder"), and \_\_\_\_\_, a \_\_\_\_\_ ("Customer"), whose address is \_\_\_\_\_.

### Background

Project Wayfinder's mission is to inspire our next generation to become intentional meaning-makers empowered to contribute to the world around them. We have created a tool kit to equip young people with the skills, knowledge and confidence to create meaningful lives underpinned by purposefulness. Project Wayfinder offers professional development and purpose learning curriculum to schools, districts, youth programs, and other education organizations.

Customer wishes to collaborate with Project Wayfinder on the basis set out in this Agreement.

**Project Wayfinder and Customer agree as follows:**

### 1. PROGRAM

#### 1.1 Scope

Project Wayfinder will provide services to Customer ("Services") in connection with the program ("Program") described in the Program Plan(s) attached as **Exhibit A** ("Plan"), which, together with all other Exhibits to this Agreement, is incorporated in this Agreement by reference as though the terms thereof were expressly set forth herein. Program elements, personnel and activities, the Services, and Customer's responsibilities, are set out in the Plan.

#### 1.2 Timeframe

Project Wayfinder will provide Services during the period stated in the Plan including any renewal periods.

#### 1.3 Fee

Customer will pay Project Wayfinder fees in the amount(s) and on the date(s) set out in the attached **Exhibit B** Payment and Fees.

#### 1.4 Communication

Project Wayfinder and Customer understand that communication and collaboration are central to Program effectiveness. To that end, Customer and Project Wayfinder will meet periodically as set out in the Plan, advise each other of issues, including any concerns involving interactions among Project Wayfinder and Customer students and staff, provide one another with timely access to information.

## 2. INTELLECTUAL PROPERTY RIGHTS; LICENSES

### 2.1 Pre-Existing Intellectual Property

Each of Project Wayfinder and Customer will retain ownership of their respective Confidential and Proprietary Information and pre-existing intellectual property, including copyrights, trademarks and logos. Each Party grants to the other the right to use its name, logo(s) and pre-approved information about such Party on or in connection with the marketing and promotion of the collaboration as contemplated under this Agreement, subject to the provisions of Section 4 hereof and the prior written approval of such Party with respect to the proposed use. Neither party may otherwise use the intellectual property of the other Party without the prior written consent of such Party.

### 2.2 Materials

Customer acknowledges that Project Wayfinder retains ownership of all right, title and interest in and to any curricula, games, training materials, assessment tools, reference documents, and other materials (collectively, "Materials"). Project Wayfinder may make Materials available in various ways, including, without limitation, through presenting Materials at training or consultation sessions, enabling Customer to download Materials from Project Wayfinder websites and file-sharing sites, and providing Customer with access to interactive websites. Customer acknowledges that Project Wayfinder retains all intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights and trade secret rights) subject to the limited license granted to Customer below. Customer agrees not to (i) copy, modify, or reverse engineer any Materials, make derivative works based upon the Materials, or use the Materials to develop any products, without Project Wayfinder's prior written approval, or (ii) sell, license, rent, or transfer Materials to any third party.

### 2.3 Limited License

Project Wayfinder hereby grants to Customer and Customer accepts a non-transferable, non-exclusive license to use Materials, subject to the terms and conditions set forth herein, as applicable. Customer may use, copy, adapt, and distribute the Materials only for purposes of Program implementation which is, expressly, the subject of this Agreement. Customer must obtain prior written approval from Project Wayfinder to use Materials for any other purpose, including sharing any part of the Materials for non-commercial purposes with other schools, districts, teachers, and the like (such as at workshops or conferences). Under no circumstances may Customer distribute any Materials for any purposes intended or directed toward commercial advantage or monetary compensation or distribute outside Customer any Customer-created derivatives or revisions of any Materials.

### 2.4 Ownership of Work Product

With the exception of any of Customer's Confidential Information (as such term is defined in the Non-Disclosure Agreement between Project Wayfinder and Customer) or pre-existing intellectual property, and work produced as part of Project Wayfinder student projects, the Parties acknowledge that Project Wayfinder shall solely and exclusively own all intellectual property rights it develops, whether alone or jointly with others, in connection with Project Wayfinder's performance under this Agreement along with all derivative works thereof (the "Work Product"). Customer hereby assigns to Project Wayfinder, all right, title and interest (including, without limitation, all patent rights, design rights, copyrights and trade secrets) in any modifications or improvements to Materials which Customer may propose or make as part of the respective pilots or which Customer

and Project Wayfinder may jointly make during such pilots. To the extent Customer grants Project Wayfinder the right to use any pre-existing Customer-owned intellectual property or content in the Work Product, Customer grants to Project Wayfinder a non-exclusive, worldwide, royalty free, perpetual license for use of such intellectual property and/or content in the Work Product. Customer acknowledges it has no rights to Materials provided to Customer or to the Work Product other than with respect to their separate use as limited by this Agreement.

### **3. EXTERNAL COMMUNICATION**

#### **3.1 Customer External Communication**

Customer may not use any of Project Wayfinder's intellectual property or other proprietary information, including but not limited to logo, trade name, trademark, and Materials in any external communications, including, without limitation, on its website or in outreach materials, without prior written approval from Project Wayfinder.

#### **3.2 Project Wayfinder External Communication**

Project Wayfinder may identify Customer as a client or "partner" in internal and external communications, including, without limitation, on its website or outreach materials. Project Wayfinder may use Customer's name and logos in connection with these efforts.

#### **3.3 Logo Use**

Customer acknowledges: (a) it has no interest in Project Wayfinder's logo and other marks other than the rights granted under this Agreement; (b) Project Wayfinder will remain the sole owner of interest in its marks; and (c) all goodwill in Project Wayfinder's marks will inure solely to the benefit of Project Wayfinder. Customer will comply with any reasonable trademark guidelines of Project Wayfinder.

#### **3.4 Visitors**

Customer acknowledges Project Wayfinder may bring educators, funders, and other visitors to Customer to observe Program activities. Project Wayfinder will carry out any such visits consistent with Customer policy regarding visitors generally.

### **4. RELATIONSHIP**

#### **4.1 Independent Contractor**

Project Wayfinder is an independent contractor and is solely responsible for its activities in providing Services. Project Wayfinder has sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with its activities and receipt of fees under this Agreement.

#### **4.2 Independent Entities**

The arrangements contemplated by this Agreement do not create a partnership, franchise, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Project Wayfinder nor Customer has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communication is solely for convenience.

## **5. INSURANCE, INDEMNIFICATION, AND LIABILITY**

### **5.1 Insurance**

Each Party shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows: (a) Comprehensive or Commercial Form General Liability Insurance (contractual liability included) and (b) Workers' Compensation as required by law. Each Party shall furnish the other Party with certificates of Insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall (1) Provide for thirty (30) days advance written notice to the other Party of any modification, change, or cancellation of any of the above insurance coverage; and (2) Indicate that the other Party has been endorsed as an additional insured under the coverage referred to under (a) above.

### **5.2 Indemnification by Customer**

Customer will indemnify, defend, and hold Project Wayfinder and its, manager, members, officers, employees, representatives, agents, and assigns (collectively, "Project Wayfinder Indemnified Parties") harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, resulting from any claims by third parties relating to or arising out of the Program, or Customer's actions or other matters related to the subject matter of Program.

### **5.3 Limitation of Liability**

Project Wayfinder will not be liable to Customer for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if Project Wayfinder has been apprised of the likelihood of such damages. Project Wayfinder's total liability under this Agreement (including, without limitation, any amounts payable under Section 7.2) will not exceed the fees Customer has paid Project Wayfinder as set out in the Plan.

## **6. TERMINATION**

### **6.1 Termination by Either Party**

Either Party may, in its sole discretion, terminate this Agreement by providing written notice to the other Party of that decision at least ninety (90) days prior to the scheduled Program date. Such a termination will be effective sixty (60) days after delivery of the notice. Customer is responsible for payment of services rendered and expenses incurred by Project Wayfinder through the effective date of termination. Project Wayfinder will refund the balance of amounts previously paid, or if the amount of fees paid are not sufficient to compensate Project Wayfinder for services rendered and expenses incurred through the effective date of termination, Project Wayfinder will invoice Customer for such services and expenses. Customer will pay the invoiced amount within ten (10) days of receipt of invoice.

Notwithstanding the foregoing, if Customer attempts to reschedule or cancel a Program within 30 days or less of the scheduled Program date, Customer will be responsible for (a) any additional travel and lodging expenses incurred by Project Wayfinder in rescheduling the Program (i.e. non-refundable airfare which must be re-booked at



additional cost to Project Wayfinder), or (b) in the event of cancellation, all non-refundable travel and lodging expenses incurred by Project Wayfinder in connection with the Program (this is in addition to the fees and expenses set forth in **Exhibit B**, to the extent such expenses are not included therein).

**6.2 Effect of Termination**

Upon termination of this Agreement, neither Customer nor Project Wayfinder may continue identifying itself as a partner of the other or use externally the other party's logo or other marks. Sections 3.3, 4.1 - 4.3, 5.2, 6, 7, and 8 will survive the expiration or termination of this Agreement.

**7. GENERAL PROVISIONS**

**7.1 Entire Agreement**

This Agreement, together with the Plan, expresses Project Wayfinder's and Customer's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, communications, course of dealing, or understandings between Project Wayfinder and Customer relating to its subject matter. It is understood that Customer's use of Project Wayfinder's websites is subject to the terms of use for such sites, which set out obligations in addition to those contained in this Agreement. If there are any inconsistencies between the Plan or such website terms and this Agreement, this Agreement will control.

**7.2 Amendment**

This Agreement may be amended only as stated in and by a writing signed by both Project Wayfinder and Customer that recites that it is an amendment to this Agreement.

**7.3 Severability and Waiver**

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law. Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

**7.4 Assignment**

Neither Customer nor Project Wayfinder may assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of the other, except that each may assign all of its rights and obligations under this Agreement without the other's consent in connection with a merger, acquisition, reorganization, or sale or transfer of substantially all of its assets.

**7.5 Third Party Beneficiaries**

This Agreement is for the exclusive benefit of Project Wayfinder and Customer, and not for the benefit of any third party, including, without limitation, any Customer student, teacher, parent or guardian, or vendor.

**7.6 Governing Law; Jurisdiction**

This Agreement shall be governed in all respects by the laws of the State of California without regard to conflicts of law principles. The state and federal courts (or arbitrators appointed as described herein) located in Alameda County, California shall be the sole fora for any action for relief arising out of or pursuant to, or to enforce or interpret, this Agreement. Each party to this Agreement consents to the personal jurisdiction and arbitration in such fora and courts and each party hereto covenants not to, and waives any right to, seek a transfer of venue from such jurisdiction on any grounds.

**7.7 Notices.**

All notices and demands under this Agreement will be in writing and will be deemed given or sent when deposited, as certified mail or for overnight delivery, postage and fees prepaid, in the United States mails; when delivered to a prepaid receipted delivery service (such as Federal Express, UPS or a courier service), for overnight delivery, charges prepaid or charged to the sender's account; when personally delivered to the recipient; when transmitted by electronic transmission by or to the parties. Addresses for the purpose of giving notice are as set forth in the first paragraph of this Agreement. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Either party may change its address, electronic mail address, or fax number by giving the other party Notice of the change.

**7.8 No Solicitation.**

During the Term and for a period of one (1) year thereafter, Customer will not, directly or indirectly, solicit, induce, hire or employ any person who is as of the date of such solicitation or was within the twelve (12) month period prior to the date of such solicitation an employee of Project Wayfinder

**7.9 Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

**[Signature page follows]**

**IN WITNESS WHEREOF**, Project Wayfinder and Customer have signed this Agreement as of the date set out in its first paragraph.

**Project Wayfinder, Inc.**

**Customer:**



By: \_\_\_\_\_

Name: Broken Arrow Public Schools

Title: \_\_\_\_\_

By:

Name: Patrick Cook-Deegan

Title: CEO \_\_\_\_\_

**EXHIBIT A**  
**Program Plan**

<b>Program:</b>	<u>Virtual On-Site</u> Private training for educator teams, virtual on-sites are facilitated by Project Wayfinder personnel who will design the training to meet your particular school needs.
	<u>Virtual Multi School</u> Offered monthly, virtual multi-school trainings are open enrollment for any educator who wishes to implement Wayfinder toolkits.
<b>Services:</b>	Project Wayfinder provides schools, districts, youth programs, and other organizations with 2-day virtual training to prepare their educators to teach Project Wayfinder's curriculum to students.  During the training, educators will learn about our organization, preview our paper curriculum and online teacher resources, and experience several of the activities firsthand.
<b>Term:</b>	As agreed per price quote signed by the parties

**EXHIBIT B****Payment and Fees**

Program Fees	Refer to Price Quote
Reimbursement of Expenses	NA. Refer to Price Quote.
Payment Terms	Payment on all invoices is due within 30 days of invoice date. This is a fixed cost and may not be prorated, regardless of program start or end date. We request that payments are made electronically via direct deposit or ACH wire transfer.
Late Payments	Project Wayfinder may charge interest equal to 1.5% of the unpaid balance of any outstanding invoice for each month, or a portion thereof, that the balance is unpaid. Payments will be credited first to interest charges and then to the unpaid balance. Customer shall be responsible for all collection costs, including reasonable attorneys' fees, incurred by Project Wayfinder to collect amounts owed on any invoice.

## MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "*Agreement*") is entered into between PROJECT WAYFINDER, INC., a Delaware corporation ("*Company*") and the other party named on the signature page hereto ("*Other Signatory*") as of \_\_\_\_\_, 20\_\_ (the "*Effective Date*"), to protect the confidentiality of certain confidential information of Company or of Other Signatory to be disclosed under this Agreement solely for use in evaluating or pursuing a business relationship between the parties (the "*Permitted Use*"). Company and Other Signatory may be referred to herein individually as a "*Party*" and collectively as the "*Parties*."

1. As used herein, the "*Confidential Information*" of a Party will mean any and all technical and non-technical information disclosed by such Party (the "*Disclosing Party*") to the other Party (the "*Receiving Party*"), which may include without limitation: (a) patent and patent applications; (b) trade secrets; (c) proprietary and confidential information, ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the Parties, such as information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and marketing plans; and (d) all other information that the Receiving Party knew, or reasonably should have known, was the Confidential Information of the Disclosing Party.

2. Subject to Section 3, the Receiving Party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party any Confidential Information of the Disclosing Party, except as approved in writing by the Disclosing Party, and will use the Confidential Information of the Disclosing Party for no purpose other than the Permitted Use. The Receiving Party will also protect such Confidential Information with at least the same degree of care that the Receiving Party uses to protect its own Confidential Information, but in no case, less than reasonable care. The Receiving Party will limit access to the Confidential Information of the Disclosing Party to only those of the Receiving Party's employees or authorized representatives having a need to know and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein.

3. The Receiving Party will not have any obligations under this Agreement with respect to a specific portion of the Confidential Information of the Disclosing Party if such Receiving Party can demonstrate with competent evidence that such portion of Confidential Information:

- (a) was in the public domain at the time it was disclosed to the Receiving Party;
- (b) entered the public domain subsequent to the time it was disclosed to the Receiving Party, through no fault of the Receiving Party;
- (c) was in the Receiving Party's possession free of any obligation of confidence at the time it was disclosed to the Receiving Party;
- (d) was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was disclosed to the Receiving Party; or
- (e) was developed by employees or agents of the Receiving Party who had no access to any Confidential Information.

4. Notwithstanding the above, the Receiving Party may disclose certain Confidential Information of the Disclosing Party, without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, *provided that* the Receiving Party provides the Disclosing Party with reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist the Disclosing Party in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

5. The Receiving Party will immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of the Confidential Information of the Disclosing Party.

6. Upon termination or expiration of this Agreement, or upon written request of either Party, each Party will promptly return to the Disclosing Party or destroy all documents and other tangible materials representing the Disclosing Party's Confidential Information and all copies thereof.

7. Confidential Information is and shall remain the sole property of the Disclosing Party. The Receiving Party recognizes and agrees that nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any Confidential Information of the Disclosing Party, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither Receiving Party will make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the Disclosing Party. Neither this Agreement nor the disclosure of any Confidential Information hereunder shall result in any obligation on the part of either Party to enter into any further agreement with the other, license any products or services to the other, or to require either Party to disclose any particular Confidential Information. Nothing in this Agreement creates or shall be deemed to create any employment, joint venture, or agency between the Parties.

8. The Receiving Party will not reproduce the Confidential Information of the Disclosing Party in any form except as required to accomplish the intent of this Agreement. Any reproduction by a Receiving Party of any Confidential Information of the Disclosing Party will remain the property of the Disclosing Party and will contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Disclosing Party.

9. This Agreement will terminate five (5) year(s) after the Effective Date, or may be terminated by either Party at any time upon thirty (30) days written notice to the other Party. Each Party's obligations under this Agreement will survive termination of this Agreement and will be binding upon such Party's heirs, successors, and assigns. Each Party's obligations with respect to all Confidential Information of the other Party will terminate only pursuant to Section 3.

10. THE DISCLOSING PARTY IS PROVIDING CONFIDENTIAL INFORMATION ON AN "AS IS" BASIS FOR USE BY THE RECEIVING PARTY AT ITS OWN RISK. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

11. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of Delaware, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Any disputes under this Agreement may be brought in the state courts and the Federal courts for the county in which Company's principal place of business is located, and the parties hereby consent to the personal jurisdiction and exclusive venue of these courts. This Agreement may not be amended except by a writing signed by both parties.

12. Each Party acknowledges that its breach of this Agreement may cause irreparable damage to the other Party and hereby agrees that the other Party will be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

13. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14. Neither Party will communicate any information to the other Party in violation of the proprietary rights of any third party.

15. Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void, except that a Party may assign this Agreement without such consent to its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets. The terms of this Agreement shall be binding upon assignees.

16. The Receiving Party will not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.

17. All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices will be sent to the addresses set forth at the end of this Agreement or such other address as either Party may specify in writing.

18. Each Party agrees that the software programs of the other Party contain valuable confidential information and each Party agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information of the other Party without the prior written consent of the other Party.

19. This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the Parties with respect to such matters. No modification of or amendment to this Agreement will be effective unless in writing and signed by the Party to be charged.

*[Remainder of page intentionally left blank]*



The parties have executed this Non-Disclosure Agreement as of the Effective Date.

**COMPANY:**

**PROJECT WAYFINDER, INC.**

By:



\_\_\_\_\_  
Name: Patrick Cook-Deegan

Title: CEO

Address: PO Box 2876  
Berkeley, California 94702-0876

**OTHER SIGNATORY:**

Jason Jedamski

\_\_\_\_\_  
Name of Other Signatory (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (if applicable)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*By checking this box, you confirm that you have no students under the age of 13 who will use the digital Project Wayfinder application.*

### **COPPA Notice and Consent**

The Children's Online Privacy Protection Act, or COPPA, is a federal law that allows parents to control what information is collected online from their children under the age of 13. COPPA generally requires companies that collect personal information online from children under age 13 to provide notice of their data collection and use practices and obtain verifiable parental consent. In the educational context, however, schools can consent on behalf of parents to the collection of student personal information, but only if such information is used for a school-authorized educational purpose and for no other commercial purpose.

You are receiving this COPPA Notice and Consent because you have expressed an interest in utilizing the digital Project Wayfinder application for your school, and you have indicated that you have students under the age of 13 who will use the digital Project Wayfinder application. Further, you have confirmed to Project Wayfinder that your authorization regarding students' use of digital educational technology such as the Project Wayfinder app, which may include use of student information in an educational context, is based on the school's having obtained the parent's consent.

#### **Collection of Personal Information**

Project Wayfinder collects limited personal information from students solely for the use and benefit of the learning environment. We will not require a child to provide more information than is reasonably necessary in order to participate in the digital activity, and we use this personal data for no other purpose than providing the service to the user. This information is not shared outside of the classroom or with any third parties except Project Wayfinder staff members who require access for the provision of Project Wayfinder's services to the school and students. Students of any age cannot share their profiles publicly outside of their classroom or school.

The app currently collects and stores the following information:

- student name
- student email
- student password
- student responses to toolkit questions
- timestamp when a response was submitted
- student answers to survey questions

The app currently shares the following student information with teachers:

- student name
- student email
- timestamp of when students submitted responses
- responses to toolkit questions that students have not mark as "keep to myself"

### Use or Disclosure of Personal Information

We do not disclose personal information collected from students to third parties other than to persons who provide support for the operations of the service and who do not use the information for any other purpose, except as follows:

- Parents
- Teachers & school administrators

We may disclose any and all personal information collected from a student to the parent or teacher who registered for the service in connection with such student. We do not: display advertising on our app; use student data to advertise to you or the student; sell or share student data with third parties to advertise or market to you or the student; or host third-party cookies or trackers that would allow those third parties to track you through our app. We will only retain and use your information as necessary to comply with our legal obligations.

### Access to Personal Information

If the school and/or a parent/guardian wishes to review, correct, update, or delete a student's personally identifiable information stored by Project Wayfinder, they may email us their request at [admin@projectwayfinder.com](mailto:admin@projectwayfinder.com). We will respond to such requests within 10 business days.

If the school and/or a parent/guardian wishes to prevent further use or collection of a student's personally identifiable information or wants to discontinue our service, they may email us at [admin@projectwayfinder.com](mailto:admin@projectwayfinder.com). We will respond to such requests within 10 business days.

In any correspondence such as e-mail or mail, please include the child's username, the school or organization, and the teacher or parent's email address and telephone number. To protect children's privacy and security, we will take reasonable steps to help verify a teacher or parent's identity before granting access to any personal information.

### Contact

Please contact us at [admin@projectwayfinder.com](mailto:admin@projectwayfinder.com) with any questions or concerns about Project Wayfinder, the app, our services and privacy. We can also be reached by mail at the following address:

Project Wayfinder

PO Box 2876 Berkeley, CA 94702

The undersigned hereby gives consent to Project Wayfinder to create student accounts for the web-based tools and applications described in this document.

SCHOOL NAME:

\_\_\_\_\_

By: \_\_\_\_\_

Jason Jedamski

Name: \_\_\_\_\_

Title: \_\_\_\_\_