

CODE.ORG FACILITATION SERVICES AGREEMENT - 2016-2017

THIS AGREEMENT is between Code.org, a Washington nonprofit corporation and its successors or assignees ("Code.org"), located at 1301 Fifth Avenue, Suite 1225, Seattle, WA 98101, and the undersigned _____ ("Facilitator"), as of _____.

1. Engagement of Services. Code.org is engaging Facilitator's services for the purpose of providing facilitation services ("Facilitation") for in-person teacher-focused Workshops to prepare them to teach computer science classes. Subject to the terms of this Agreement, Facilitator will, to the best of his/her ability, render these facilitation services as set forth herein. Facilitator agrees to exercise the highest degree of professionalism, and to utilize his/her expertise to facilitate these Workshops according to Code.org's specifications. Facilitator may not subcontract or otherwise delegate its obligations under this Agreement.

2. Relationship. Nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Facilitator is an Independent Contractor and not the agent of Code.org. Facilitator is not authorized to make any representation, contract, or commitment on behalf of Code.org. Facilitator will not be entitled to any of the benefits which Code.org may make available to its employees, such as group insurance or other benefits. Facilitator will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Facilitator's performance of services and receipt of fees under this Agreement. Code.org will regularly report amounts paid to Facilitator to the Internal Revenue Service as required by law. Code.org will not withhold or make payments for Social Security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Facilitator's behalf. Facilitator agrees to comply with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of income taxes, Social Security, disability and other contributions based on fees paid to Facilitator. Facilitator hereby agrees to indemnify and defend Code.org against any and all such taxes or contributions, including penalties and interest.

3. Indemnification.

3.1 Indemnification of Code.org. Facilitator will indemnify and hold harmless Code.org, its officers, directors, employees, sublicensees, customers and agents from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of any representation or warranty of Facilitator (a "Claim") set forth in this Agreement, as well as any liability or loss resulting from judgments or claims for personal injury, including death, and property damage against them arising out of the activities to be carried out pursuant to the obligations of this Agreement, provided that Code.org gives Facilitator written notice of any such Claim and Facilitator has the right to participate in the defense of any such Claim at its expense.

3.2 Indemnification of Facilitator. Code.org will indemnify and hold harmless Facilitator from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of any representation or warranty of Code.org (a "Claim") set forth in this Agreement, provided that Facilitator gives Code.org written notice of any such Claim and Code.org has the right to participate in the defense of any such Claim at its expense.

4. Termination.

4.1 Termination. Either Code.org or Facilitator may terminate this Agreement at any time, with or without cause, upon sixty (60) days' prior written notice to the other party. This Agreement may also terminate immediately, and without advance notice to the other party upon the other party's material breach of this Agreement, as outlined in Section 4.2.

4.2 Material Breach. Failure to complete the agreed upon activities by either Facilitator or Code.org will constitute a breach of this agreement.

5. Duties and Compensation.

5.1 Description of Duties.

Facilitator will perform for Code.org the duties described below:

- Facilitator will attend the 2.5-day Code.org Facilitation Summit, May 20-22, 2016 in New Orleans, LA to prepare for Summer 2016 and the 2016-17 academic year facilitation.
- Facilitator will attend and participate in one 5-day Code.org TeacherCon with other facilitators and teachers from your local area (your location to be confirmed by Code.org):
 - June 20-24 in Atlanta, GA
 - July 18-22 in Salt Lake City, UT
 - August 8-12 in Chicago, IL
- Between June 1, 2016 and May 31, 2017, Facilitator agrees to provide in-person facilitation services for Workshops as arranged in collaboration with Code.org or a designated local Code.org Professional Learning Partner. Facilitator will complete all facilitation duties, which may include but is not limited to:
 - Prep for Workshops with co-facilitator and Code.org team, as needed
 - Lead Workshop sessions on each facilitated day
 - Monitor day of event on-site event logistics (planned and contracted for by Code.org staff or Professional Learning Partner):
 - Room and Audio/Visual setup and takedown
 - Coordinating day of event details with caterer
 - Distributing Workshop supplies and Internet access details to attendees
 - Taking attendance
 - Delivering announcement and updates on behalf of Code.org, as needed

5.2 Compensation.

Code.org will pay Facilitator for services rendered under this Agreement as follows:

Facilitation Summit: Code.org will cover the cost of round-trip airfare, 2 nights hotel, 5 meals, and \$150 for incidentals

Facilitation at the Facilitation Summit: \$50 / facilitation hour

Comment [1]: Only for those selected to facilitate

Code.org TeacherCon: \$2,500, plus Code.org will cover the cost of round-trip airfare, 5 nights hotel, 14 meals and \$300 for incidentals for attendance at one of the TeacherCons

For these two events, Facilitator will reserve their own airline tickets using Code.org's designated travel service, to be paid directly by Code.org. Code.org will reserve and pay for Facilitator's hotel rooms and meals. Facilitator will not be reimbursed for incidentals, but will receive a VISA gift card in the designated amount.

6. Confidential Information.

6.1 Protection of Information.

Facilitator agrees at all times during the term of the Relationship and thereafter, to hold in strictest confidence, and not to use, except for the benefit of Code.org to the extent necessary to perform Facilitator's obligations to Code.org under the Relationship, and not to disclose to any person, firm, corporation or other entity, without written authorization from Code.org in

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each instance, any Proprietary Information (as defined below) that Facilitator obtains, accesses or creates during the term of the Relationship, whether or not during working hours, until such Proprietary Information becomes public and widely known and made generally available through no wrongful act of Facilitator or of others who were under confidentiality obligations as to the item or items involved. Facilitator further agrees not to make copies of such Proprietary Information without the permission of Code.org.

6.2 Proprietary Information. Facilitator understands that “**Proprietary Information**” means information and physical material not generally known or available outside Code.org and information and physical material entrusted to Code.org in confidence by third parties. Proprietary Information includes, without limitation: (a) trade secrets, Intellectual Property, mask works, ideas, processes, formulas, source and object Code.org's, hardware configuration information, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as “**Intellectual Property**”); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements and data, licenses, prices and costs, information relating to suppliers and customers; (c) information regarding Code.org employees, other Code.org Facilitators, teachers, students, schools, and school districts, including names, contact information, and any other personal or educational data; and (d) other business information disclosed to Facilitator by Code.org either directly or indirectly, whether in writing, electronically, orally or by observation. Notwithstanding the other provisions of this Agreement, nothing received by Facilitator will be considered to be Code.org Proprietary Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (2) it has been rightfully received by Facilitator from a third party without confidential limitations; (3) it has been independently developed for Facilitator by personnel or agents having no access to the Code.org Proprietary Information; or (4) it was known to Facilitator prior to Code.org hire date.

6.3 Personal Information. Facilitator understands that they must have a legitimate business reason that is related directly to furthering Code.org's education-focused mission to access Personal Information of Code.org users. If any Personal Information regarding Code.org users is accessed, Facilitator is required to comply with the Code.org Privacy Notice at <http://www.code.org/privacy>, and to treat any Personal Information of Code.org Users as Confidential Information.

6.4 Third Party Information. Facilitator understands that Code.org has received and will in the future receive from third parties confidential or proprietary information (“**Third Party Information**”) subject to a duty on Code.org's part to maintain the confidentiality of such information and use it only for certain limited purposes. Facilitator agrees to hold Third Party Information in confidence and not to disclose to anyone (other than Code.org personnel who need to know such information in connection with their work for Code.org) or to use, except in connection with Facilitator's work for Code.org, Third Party Information unless expressly authorized in writing by an officer of Code.org.

6.5 Other Rights. This Agreement is intended to supplement, and not to supersede, any rights Code.org may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

7. No Conflict of Interest. Facilitator agrees during the term of this Agreement not to accept work or enter into a contract or accept an obligation, inconsistent or incompatible with Facilitator's obligations under this Agreement or the scope of services rendered for Code.org.

8. Notice of Limited Exclusion Pursuant to RCW 49.44.140(3). Facilitator understands that this Agreement does not apply to Intellectual Property for which no equipment, supplies, facility or trade secret information of Code.org were used and that were developed entirely on its own time.

9. General Provisions.

9.1 Governing Law. This Agreement will be governed and construed in accordance with the laws of Code.org Facilitator Services Agreement (2016-17)

of the State of Washington. Facilitator hereby expressly consents to the personal jurisdiction of the state and federal courts located in King County, Washington for any lawsuit filed there against Facilitator by Code.org arising from or related to this Agreement.

9.2 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

9.3 No Assignment. This Agreement may not be assigned by Facilitator without Code.org's consent, and any such attempted assignment shall be void and of no effect.

9.4 Notices. All notices, requests and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, or delivered by hand to the party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by hand, any such notice will be considered to have been given when received by the party to whom notice is given, as evidenced by written and dated receipt of the receiving party. The mailing address for notice to either party will be the address shown on the signature page of this Agreement. Either party may change its mailing address by notice as provided by this section.

9.5 Survival. The following provisions shall survive termination of this Agreement: Sections 3, 4 and 6.

9.6 Waiver. No waiver by Code.org or Facilitator of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by Code.org or Facilitator of any right under this Agreement shall be construed as a waiver of any other right. Neither party shall be required to give notice to enforce strict adherence to all terms of this Agreement.

9.7 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. The terms of this Agreement will govern all Project Assignments and services undertaken by Facilitator for Code.org. In the event of any conflict between this Agreement and a Project Assignment, the Project Assignment shall control, but only with respect to the services set forth herein.

9.8 Advice of Counsel. FACILITATOR ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, FACILITATOR HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND FACILITATOR HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

9.9 Speaking on Behalf of Code.org. Code.org must follow certain rules to maintain its charitable status. If Facilitator speaks at public events or with the media, Facilitator must not use their status as a Code.org Facilitator to promote their business or other organizations, ideas, products, or services that are unrelated to Code.org and its products and services. In addition, Code.org cannot endorse candidates for political office, so if Facilitator plans to participate in any activities that endorse a candidate for political office, Facilitator may do so as an individual but not serving as a Code.org Facilitator. Code.org recognizes that Facilitators may choose to promote any variety of ideas, but if

Facilitator is acting as a representative of Code.org. Facilitator must limit what is said to Code.org's existing/approved messages and ideas.

10. Voluntary Execution. Facilitator certifies and acknowledges that Facilitator has carefully read all of the provisions of this Agreement, that Facilitator understands and has voluntarily accepted such provisions, and that Facilitator will fully and faithfully comply with such provisions.

In Witness Hereof, the parties have caused this Facilitator Services Agreement to be executed by their duly authorized representative.

CODE.ORG



By:

Name: Michelle Page
Title: VP of Finance and Administration
Address: 1301 Fifth Avenue, Suite 1225
Seattle, WA 98101

FACILITATOR

By:

Name:

I need to update my address on file
Address:

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