

CWK Network

CWK Contract for Services Rock Island Milan School District

THIS AGREEMENT is entered into as of **February 14, 2023**, by and between **CWK NETWORK, INC.** (hereinafter "CWK"), with its principal place of business at 6849 Peachtree Dunwoody Road, Building 4- 150, Atlanta, Georgia 30328 and, Rock Island Milan School District (hereinafter RIMSD) with its principal place of business at **2101 6th Avenue Rock Island, IL 61201** (Hereinafter, individual referred to as "the Party" and collectively referred to as "the Parties" WITNESSETH: IN CONSIDERATION of the premises and mutual covenants hereinafter contained, the Parties hereto agree as follows:

- I. **PRIMARY SERVICES:** The Parties are entering into this Contract Agreement (hereinafter "Agreement") to exchange services and compensation related the 2022 Education Innovation Research Grant Award (hereinafter the "Grant or EIR Grant" to:
 - a. RIMSD, the primary school district and lead educational organization awarded the grant;
 - b. CWK as the partnering organization to RIMSD for development, management, and training on the multimedia curricula with a working title of "How are The Children" (hereinafter, "HTC") to be implemented, evaluated, and tested through the Grant; and,
 - c. Empirical Education, as the partnering organization to RIMSD to provide research and testing of the curricula.

The Grant will examine the effectiveness of the HTC multimedia curricula implemented by RIMSD teachers with high school students with a full description of the services provided by RIMSD and each partnering organization described in the EIR grant.

- II. **FEES AND PAYMENT:** In consideration for the programs and services provided in the EIR awarded grant, CWK will receive the fees detailed in the budget portion of the awarded EIR grant. CWK will be paid by RIMSD through ACH Transfer twice per month based on invoices provided and approved by RIMSD. Timing of billing and payment terms may change based on the mutual written agreement of RIMSD and CWK.
- III. **INDEPENDENT CONTRACTOR (IC):** CWK and RIMSD acknowledge that CWK is retained under this Agreement as an Independent Contractor and not as an employee, and, therefore, no amounts will be withheld from any payment to IC for purposes of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act or for income tax withholding (collectively "Acts"). CWK will not be treated as an employee for purposes of such Acts or for purposes of any employee benefits, and CWK acknowledges that it is solely responsible for payment of all income and self-employment taxes and estimates thereof on all amounts paid to CWK. During the term, the CWK also agrees not to be treated, or seek to be treated, as an employee of Company for any purpose, including for the purposes of fringe benefits provided by the Company, or for disability income, taxes, and benefits. CWK hereby represents that the CWK has and always will maintain timely payments of all taxes due to the Income Tax Department and all other government agencies, including withholding and all other taxes.

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- IV. **INTELLECTUAL PROPERTY:** The Parties acknowledge that any deliverables under this Agreement by CWK may contain CWK's intellectual property and for avoidance of doubt and notwithstanding anything in this Agreement to the contrary, CWK which owns the intellectual property of HATC and other video, text, curriculum, training and associated resources provided to RIMSD and/or Empirical Education will remain the sole and exclusive owner of all rights, titles, and interest in and to the intellectual property, including all intellectual property rights herein. Provided that RIMSD is not in default of this Agreement, it will have an irrevocable, non-exclusive, royalty-free limited license to use such intellectual property solely, exclusively, and only in connection with the deliverable hereunder, without any right to copy, or make derivative works, modifications, enhancement, variations, or improvements thereto, except as reasonably required to use the deliverables. Nothing herein shall be construed to grant us by implication, estoppel or otherwise, directly, or indirectly, any right of ownership to such intellectual property by implication, estoppel or otherwise. **"Intellectual property"** means all curricula, texts, videos, software, data, know-how, ideas, methodologies, specifications, and other technology owned or developed by CWK prior to the Effective Date of this agreement or developed by CWK as part of the programs and services outlined in the EIR grant during the term of this Agreement.
- V. **OPEN LICENSING REQUIREMENTS FOR FEDERAL GRANT PROGRAMS:** CWK will comply with all current regulations for any CWK copyrighted work that is governed by the Open Licensing Requirement for Competitive Grant Programs authorized under [20 U.S.C. 1221e-3 and 3474](#) and <https://www.govinfo.gov/content/pkg/FR-2017-01-19/pdf/2017-00910.pdf> that requires CWK to provide the U.S. Department with a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use for Federal purposes, and to authorize others to do so (referred to as a "Federal purpose license").
- VI. **CONFIDENTIALITY:** CWK and RIMSD may from time to time communicate certain information to enable the parties to effectively perform the Services. IC shall treat all such information as confidential, whether so identified, and shall not disclose any part thereof without the prior written consent of CWK. IC shall limit the use and circulation of such information to the extent necessary to perform the Services. The foregoing obligations of this Paragraph 4, however, shall not apply to any part of the information that: a) has been disclosed by CWK in publicly available sources of information; b) is in the possession of IC on the date hereof without any obligation of confidentiality; c) is hereafter rightfully disclosed to IC by a third party, but only to the extent that the use of disclosure thereof has been or is rightfully authorized by that third party; or d) is disclosed pursuant to the order of a government or judicial body. IC shall not disclose any reports, recommendations, conclusions or other results of the Services or the existence of the subject matter of this Agreement without the prior written consent of CWK. In performance hereunder, IC shall comply with all legal obligations he/she may now or hereafter have respected the information or other property of any other person, firm, or corporation.
- VII. **ASSIGNMENT:** Neither Party may assign this Agreement or any right, interest, or benefit under this Agreement without the prior written consent of the other Party; - provided, however, that each Party may assign its rights and obligations under this Agreement in the event the Party effects a corporate reorganization, consolidate with, or

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merge into, any Person or transfer all or substantially all its properties or assets to any Person. Subject to the foregoing, this Agreement and any rights, interests or benefits shall be fully binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns. Any attempted assignment in violation of the provisions of this Section shall be void.

- VIII. **MUTUAL INDEMNITY:** CWK shall indemnify, defend and hold harmless RIMSD and its members, managers, and agents, collectively, from any and all losses, liabilities, actions, suits, demands, causes of action, damages (excluding punitive, special, consequential, incidental, lost profit or indirect damages, even if given advance notice of the possibility of such damages), penalties, fines, judgments and expenses (including, attorneys' fees and court costs), ("**Claims**") incurred by CWK and/or its members, managers, and agents and which arise out of or in connection with a claim by a third party due to: (1) a breach by CWK of any covenant, condition, warranty or representation of CWK in this Agreement (2) the gross negligence, willful misconduct or lack of good faith on the part of CWK. RIMSD shall indemnify, defend and hold harmless CWK and its members, managers, and agents from all Claims incurred by CWK and/or its members, managers, and agents and which arise out of or in connection with a claim by a third party due to: (1) a breach by RIMSD of any covenant, condition, warranty or representation of RIMSD in this Agreement; or (2) the gross negligence, willful misconduct or lack of good faith on the part of RIMSD.
- IX. **STUDENT RECORDS:** CWK Shall comply with Federal and State laws and regulations regarding confidentiality of student records. Specifically, CWK shall comply and shall assist RIMSD in compliance, in all material respects, with applicable laws and regulations, including with the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h, and all applicable privacy laws. To the extent CWK or its subcontractors have access to or come into contact with any student data or information, CWK or its subcontractors will not disclose such information without eligible student/parent/guardian permission. Personally identifiable student information and education records, as defined pursuant to O.C.G.A. Title 20 and FERPA, will be, and will be deemed to have been, received in confidence and will be used only for purposes of the services contemplated in this Agreement.
- X. **EMPLOYMENT OF CHILD SEX OFFENDERES AND PERSON WITH UNCONTROLLED ACCESS TO STUDENTS:** Individuals who are registered sex offenders are not eligible to work on any CWK project. CWK will initially check the Illinois Department of Public Safety & Correctional Services' Illinois Sex Offender Registry and search for the name of any employee or contractor to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well. For projects lasting more than a few months, the vendor will periodically re-check the names of workers against the registry to ensure ongoing compliance. If a registered sex offender is discovered to be working on a CWK project, whether through employment by the vendor, subcontractor or equipment or material supplier, CWK will notify the site manager to immediately remove the individual from the premises and permanently terminate his work assignment. CWK or subcontractor(s), will not knowingly assign an employee to work on RIMSD school premises and/or through electronic media with direct, unsupervised, and uncontrolled access to children, if the employee has been

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convicted of a crime identified as a crime of violence.

- XI. **TERM AND TERMINATION:** The term of this Agreement shall begin on the Effective Date and end on **December 31, 2027**. Notwithstanding the foregoing, a Party breaches or fails to perform any of the terms and conditions of this Agreement and such breach or failure is not cured within fifteen (15) days after written notice from other Party, the non-breaching Party may terminate this Agreement. Upon termination of this Agreement for any reason all rights of the Parties will immediately cease, and each Party will otherwise cooperate with the other to terminate relations in an orderly manner.
- XII. **ENTIRE AGREEMENT:** This Agreement contains all the understandings and agreements of the parties with respect to the subject matter discussed herein. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Agreement and the rights and obligations of the parties hereto, shall be governed by and construed according to the laws of the State of Georgia as if executed and fully performed therein. Each party accepts, generally and unconditionally, jurisdiction of all disputes hereunder in the Federal and State courts sitting in Georgia, and waives any defense of lack of personal jurisdiction, lack of venue or *forum non-convenience* to an action in those forums.
- XIII. **NO WAIVER:** Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that, or of any other, provision of this Agreement. Any waiver by either Party of its rights under this Agreement must be in writing and signed by a duly authorized officer of the waiving Party.
- XIV. **CONSTRUCTION:** The language of all Parties of this Agreement will in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the Parties. Headings of paragraphs herein are for convenience and reference only and are without substantive significance.
- XV. **SEVERABILITY:** In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held illegal, invalid or unenforceable by a court of competent jurisdiction, then (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.
- XVI. **GOVERNING:** This Agreement, and any disputes arising hereunder, shall be governed, interpreted, construed, and enforced in all respects in accordance with the laws of the State of Georgia except for its conflicts of laws rules.
- XVII. **FORCE MAJURE:** Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder during any event of force majeure or due to any reason beyond such Party's reasonable control.
- XVIII. **SURVIVAL OF OBLIGATIONS:** Those Sections which by their terms are intended to survive, including without limitation, IV, V., VII shall survive the expiration or termination

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more than one such counterpart. Fax and electronic signature will be deemed original signatures for all purposes hereunder.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

By: Reginald Z. Lawrence II (Title) RIMSD Superintendent

B Stacy Dewitt (Title) RIMSD Board of Education President

CWK NETWORK, INC. By: DocuSigned by:
Stacey DeWitt
8061F56FBC70427... Stacey Dewitt, Chief Executive Officer