



ENGAGEMENT AGREEMENT

General Terms and Conditions

This is an agreement between **Raytown C-2 School District** and **Henry Ford Learning Institute (HFLI)** for Ford NGL Roadmap, Phase 1: Explore as described in the accepted proposal attached below (see Appendix A).

Client

Raytown C-2 School District is the Client and is represented in this agreement by Dr. Chris Greiner, Chief Executive Academic Officer, with email address of chris.greiner@raytownschools.org.

The person responsible for oversight of this contract is Dr. Chris Greiner, Chief Executive Academic Officer, with email address of chris.greiner@raytownschools.org. The day-to-day point of contact for coordination of work is Dr. Chris Greiner, Chief Executive Academic Officer, with email address of chris.greiner@raytownschools.org.

Start and Length of Agreement

This agreement is valid from date of signature or agreement by email [Date Signed: _____]

Compensation

Client will pay HFLI a **total project fee of \$36,398.00** to complete the project deliverables in Appendix A.

Invoicing and Payment

Please make all checks payable to Henry Ford Learning Institute. HFLI will invoice Client **according to the payment schedule outlined** below upon signature of this Agreement. Client will pay HFLI within 30 days of the invoice date. HFLI reserves the right to charge interest on any overdue payments at an annual rate of 10% calculated from the due date until payment.

- Invoice 1: **February 1, 2024** \$18,199.00
- Invoice 2: **April 1, 2024** \$18,199.00

Cancellation

In the event of the termination of this Agreement after the work has begun, HFLI shall be entitled to receive compensation for all work performed in Appendix A and prior to the effective date of termination, as reflected in the compensation schedule above, except when terminated for cause.

HFLI will make every effort to respond to requests to reschedule a deliverable. Requests to re-schedule must be made at least 21 days prior to the originally scheduled session or will be considered a cancellation. Specific arrangements will depend on HFLI's availability.

Confidentiality

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and Client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client. Sharing of event photos and media on social media is allowed by both parties.

Intellectual Property

A. Excluding any components or modules thereof that are HFLI Intellectual Property (as defined below) and subject to Client's payment of all fees and expenses owed to HFLI under this Agreement, the materials specifically and exclusively developed by HFLI for Client pursuant to this Agreement (the "Client Materials"), will be deemed work made for hire, as that term is defined in the U.S. Copyright Act, and HFLI hereby assigns to Client all right, title and interest it may have therein.

B. HFLI and Client acknowledge and agree that HFLI may use preexisting materials, content, products, ideas, skills, designs, know-how, methodology, techniques, proprietary computer software, software libraries, tools, algorithms, or other intellectual property owned by HFLI or its licensors, and HFLI may also create additional intellectual property based thereon, in the performance of work under this Agreement (all of the foregoing, the "HFLI Intellectual Property"). Client agrees that any and all proprietary rights to the HFLI Intellectual Property, as it existed as of the date hereof and as it may be modified or created in the course of providing services under this Agreement, including patent, copyright, trademark, and trade secret rights, are the sole and exclusive property of HFLI or its licensors, free from any claim or retention of rights thereto on the part of Client, and Client hereby assigns to HFLI any rights it may have in any of the foregoing.

C. HFLI hereby grants to client a perpetual, worldwide, royalty-free, non-exclusive, non-transferable right and license to use the HFLI Intellectual Property solely as it is incorporated into materials provided by HFLI to Client under this Agreement, only to provide services in the regular course of its business.

D. Client will not copy, use, modify, or distribute any HFLI Intellectual Property except as expressly licensed in this Agreement. Client will not remove the HFLI Intellectual Property from the materials provided under this Agreement or cause or permit the modification, distribution, reverse engineering, decompilation, disassembly or other translation of the HFLI Intellectual Property. Client will not alter, change, or remove from the HFLI Intellectual Property any identification, including copyright and trademark notices, and further agrees to place all such markings on any copies thereof.

Evaluations and Feedback [Please select one option.]

With permission, HFLI will ask participants to complete a short evaluation at the conclusion of the project and selected individual workshops/sessions in order to improve our services. The results will only be used for internal assessment and professional development unless permission is granted for other use.

Comments written by participants MAY be used in marketing materials.

Comments written by participants MAY NOT be used in marketing materials.

Liability

In no event shall HFLI be liable to Client for Client's lost profits or other damages.

Indemnification

Each party (each, an "Indemnifying Party") agrees to indemnify and hold the other party and their respective directors, officers, employees and agents (collectively, the "Indemnified Parties"), harmless from and against any and all liabilities, claims, demands, obligations, losses, costs or expenses (including attorney's fees) that the

Indemnified Parties may incur for any damage or injury (including death) arising from or in any way connected or related to the gross negligence or willful misconduct of the Indemnifying Party under this Agreement.

Law

This Agreement will be construed in accordance with the laws of MICHIGAN USA, and any dispute will be submitted only to a state or federal court of competent jurisdiction in MICHIGAN, USA.

Finally

This agreement cannot be transferred to any other party without permission. If any part of this agreement is unlawful, void, or for any reason unenforceable, then that part shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining agreement.

AGREED AND ACCEPTED:

Henry Ford Learning Institute

Date

Name and Title

Raytown Quality Schools

Date

Name and Title

Please return an electronically signed copy of this agreement initiated by an eSignature request from HFLI as soon as possible to confirm this engagement for your organization.

APPENDIX A

Copy of original proposal as agreed upon by both parties