



After-School Program Contract

Servicing ASES Grant ID: 01-23939-C349-EZ

CONTRACT AND PARTIAL SERVICES AGREEMENT BETWEEN

Hands-On Technology Education, LLC
3397 Hackamore Drive
Hayward, CA 94541

AND

Oakland Military Institute
3877 Lusk Street
Oakland CA, 94608

This Agreement is made as of _____ (date), between Hands-On Technology Education, LLC, hereafter referred to as "Provider", and Oakland Military Institute (Youth Organization), hereafter referred to as "Youth Organization".

Recitals

A. Provider has developed certain unique educational subject matter, systems, designs, organization models, curricula, materials, guidelines, tests, and/or programs.

B. Youth Organization wishes to engage the Provider in order to provide instructional services and supplies to staff and students enrolled as part of the Youth Organization.

Agreement

NOW, THEREFORE, in consideration of the premises, the covenants, and agreements set out below, Provider and Youth Organization agree as follows:

1. **ENGAGEMENT.** Youth Organization hereby engages and retains Provider, who agrees to serve as consultant and service provider in connection with instructional design and delivery of instruction for the students listed above.

2. **TERM.** The term of the Agreement shall be from the date of execution of the Agreement until the program objectives set forth in Section 3, "PROVIDER'S OBLIGATIONS", have been achieved.

3. **PROVIDER OBLIGATIONS** will include:

A. Facilitate STEAM (Science, Technology, Engineering, Arts, & Math) after-school program according to the following specifications:

1. **Instructional Staff (1)** with the following specifications:

- STEAM Sessions offered on-site 3 days a week (M, W, Th) during the 2024-2025 OMI Academic Year between September 2024 - December 2024

1. STEAM Staff will offer up to 3 hrs of programming on session days:

a. (60 - 90 minutes) - Dedicated STEAM Activity for a specified student audience (e.g. new or returning students)

b. (60 - 90 minutes) - STEAM Activity Station for any student to join

2. Sessions capped at 20 students

a. HOTE intends to offer two Student Tracks: Track A (New Students),



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Track B (Returning) for dedicated steam activity sessions

- b. HOTE may adjust tracks in order to maximize efficiency of classroom pace with respect to the attendance and/or integration of 6th, 7th, & 8th grade students in one classroom.
 3. STEAM Sessions will consist of a total of 48 program days with each day being a 3-hr program block.
 - a. A total of 144 program hours are available and can be mutually agreed up for minimum school days (needing increased ASP hours) and/or special events.
 2. Provide **Customized Curriculum** schedule & activities to support both After-School Program
 - After-School Program level curriculum based on incoming student skillset, age-groups, and returning students
 - Re-evaluate curriculum needs and activities on a 4-6 week basis in order to best merge with OMI goals and student needs.
 3. Deliver **STEAM Curriculum** based on student skill sets within the following topics:
 - Technology Adventure Themes include: Artificial Intelligence, Cryptography, Earth & Life Science Adventure, Tech Entrepreneurship, Robot Coder & Builder, Virtual Reality Experience, YouTuber (Videography), Game-gineers: Play, Build, & Code Video Games, BioTechnology, Nanoengineering, Careers in STEAM
 - Technology Core: (1) Computer Science & (2) Electrical Engineering
 4. Provide **Classroom Supply Sets** for Technology Adventure Materials
 - Consumable Supplies for all students participating
 - Allocation of HOTE Supplies for Classroom usage
- B. Consult with the Youth Organization to determine age- and skill-appropriate STEAM Education activities.
4. YOUTH ORGANIZATION'S OBLIGATIONS. Youth Organization will participate and cooperate as follows:
- A. Consult with the Provider to determine age-appropriate activities
 - B. Payment of activity within agreed upon payment schedule
5. MUTUAL OBLIGATIONS. Both Provider and Youth Organization agree to:
- A. Promptly inform the other party of any issues and problems that may arise during the development and implementation of services.
 - B. Grant permission to the other party to share information regarding the services provided with other school Youth Organizations, potential clients, and other organizations.
 - C. Agrees that this agreement is in collaboration to complete requirements as specified by ASES Grant 01-23939-C349-EZ while explicitly noting that this particular contract does not settle past, present, or future claims and/or disputes with respect to the completion of the required work for ASES Grant 01-23939-C349-EZ
 - D. Should a court of competent jurisdiction find that any portion of this Agreement is invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the parties shall use reasonable efforts to substitute a valid, legal, and enforceable provision that implements purposes of the provision so held invalid, illegal, or unenforceable to any extent permissible under the law.



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- E. During the term of this Agreement and for a period of (1) year after the expiration or termination of this Agreement for any reason, each party hereto agrees that it shall not: (a) directly or indirectly disclose to any other person, partnership, corporation or association, the names or addresses of any of the customers or clients of the other party; (b) make any statement disparaging the other party, any member, principal, officer, director, shareholder, employee or agent thereof, to any person, firm, corporation or other business organization whatsoever. In doing so, there may be a compensation fee.

6. Non-Disclosure

A. DESIGNATION

- a. PROVIDER has developed through substantial effort, research, time, and expense certain inventions, design concepts, methodologies, technical know-how, copyrightable material and trade secrets directed and related to Science, Technology, Engineering, Arts, & Math (STEAM) educational materials, curriculum, instructional tools, online scheduling and processes as intellectual property ("INFORMATION");
- b. WHEREAS, PROVIDER desires to disclose the INFORMATION on a confidential basis to YOUTH ORGANIZATION solely for the purposes of evaluating the INFORMATION for possible future business arrangements; and WHEREAS, PROVIDER wishes to maintain the confidentiality of the INFORMATION and the protection of PROVIDER'S intellectual property rights. NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

B. CONFIDENTIAL INFORMATION

- a. PROVIDER agrees to disclose INFORMATION to YOUTH ORGANIZATION to facilitate possible future business dealings between the parties. YOUTH ORGANIZATION agrees to receive such INFORMATION and to refrain from copying, disclosing, using, selling, or offering for sale any and all of said INFORMATION, other than at the request of PROVIDER, with the exceptions as provided in paragraph C herein. YOUTH ORGANIZATION agrees to keep confidential and refrain from disclosing any and all of the INFORMATION, and to take all necessary and reasonable steps to prevent unauthorized disclosure or use of any and all of the INFORMATION.
- b. Notwithstanding paragraph B, YOUTH ORGANIZATION shall not be liable for disclosure or use of INFORMATION only if, and only to the extent that, said INFORMATION was in the public domain at the time it was disclosed by PROVIDER, or was known to and recorded in writing by YOUTH ORGANIZATION prior to the time of disclosure by PROVIDER, or is received from a third party or passes into the public domain without breach of this Agreement. With respect to any INFORMATION known by YOUTH ORGANIZATION prior to the time of disclosure by PROVIDER that YOUTH ORGANIZATION believes to constitute the INFORMATION, or any portion thereof, YOUTH ORGANIZATION shall disclose to PROVIDER an adequate written description of the INFORMATION within fourteen (14) days of the disclosure by PROVIDER.
- c. This is not an offer for sale or license. No right or license is granted by PROVIDER to YOUTH ORGANIZATION in connection with the technical information or inventions disclosed under this agreement. All documents or materials constituting the INFORMATION and all reproductions thereof shall at all times remain the sole property of PROVIDER and shall promptly be returned by YOUTH ORGANIZATION upon request.
- d. This Agreement shall remain in force in spite of disclosure of the INFORMATION by PROVIDER in the form of patent applications, copyright applications, or other disclosures by PROVIDER.

C. RESTRICTIONS

- a. Except for the express written consent of PROVIDER, YOUTH ORGANIZATION agrees:
 - i. Not to use or disclose to another person or entity any confidential information of PROVIDER;



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- ii. Not to make, or cause to be made, any copies, facsimiles or other reproductions including data files of any documents containing confidential information of PROVIDER; and To use all other reasonable means to maintain the secrecy and confidentiality of the confidential information of PROVIDER.
- iii. YOUTH ORGANIZATION further agrees, at the request of PROVIDER:
 - 1. To immediately return to PROVIDER all of the items in the possession of YOUTH ORGANIZATION which relate to or which disclose in whole or in part any confidential information of PROVIDER; and
 - 2. To refrain from using or disclosing to any other person or entity any confidential information of PROVIDER.

D. COVENANT NOT TO SUE

- a. YOUTH ORGANIZATION shall not institute any action or suit at law or in equity against PROVIDER, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action arising out of the INFORMATION or any INTELLECTUAL PROPERTY thereof, including but not limited to, claim, demand, action, or cause of action for invalidating any INTELLECTUAL PROPERTY of PROVIDER.

E. DAMAGES AND SPECIFIC PERFORMANCE

- a. YOUTH ORGANIZATION agrees that should YOUTH ORGANIZATION breach any of the promises contained in this Agreement that PROVIDER would suffer irreparable harm and PROVIDER would be without adequate remedy at law and that PROVIDER may obtain injunctive relief, including specific performance of the Agreement, as well as monetary award for damages suffered by PROVIDER for YOUTH ORGANIZATION'S breach of this Agreement.

F. NO WAIVER

- a. Failure at any time to require performance of any of the provisions herein shall not waive or diminish a party's right thereafter to demand compliance therewith or with any other provision. Waiver of any default shall not waive any other default. A party shall not be deemed to have waived any rights hereunder unless such waiver is in writing and signed by a duly authorized officer of the party making such waiver.

G. MERGER/MODIFICATION IN WRITING

- a. YOUTH ORGANIZATION agrees that this Agreement shall supersede all prior agreements and shall not be modified by either party except in writing and by agreement between both parties. Notwithstanding this paragraph, YOUTH ORGANIZATION shall honor all prior obligations concerning confidentiality of PROVIDER'S confidential INFORMATION.

H. CHOICE OF LAW

- a. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California in the Northern District of California. Any dispute involving the terms or conditions of this Agreement shall be brought in the Northern District of California or a California State court of competent subject matter jurisdiction therein. Each of the parties hereby submits to the personal jurisdiction of said court.

7. RATES & PAYMENT SCHEDULE

- A. The Youth Organization agrees to the following rate of \$22,500 for the services listed above. Payments can be made by any of the following methods to the PROVIDER:
 - a. ACH deposit
 - b. Check



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- B. Monthly Payments of \$5625 would required according to the following schedule:
 - a. September 16th, 2024
 - b. October 7th, 2024
 - c. November 4th 2024
 - d. December 2nd, 2024
- C. Unless otherwise noted, all payments are due on the date specified and ae considered NET30, indicating that 30 days after the date , the payment must be fulfilled.

Sign & Date Below (Youth Provider):

Dr. Mary Streshly
Oakland Military Institute (OMI)

Dr. Korey Sewell, CEO
Hands-On Technology Education

Date

Date