

SPONSORSHIP AGREEMENT

Carnegie Institute d/b/a Carnegie Museums of Pittsburgh for its component Carnegie Science Center having an address of One Allegheny Avenue, Pittsburgh, PA 15212 ("CMP" or "Museum") is very pleased to have you participate as a sponsor in the upcoming event, exhibit and/or program described below (collectively, "Sponsored Activity" or "Activity") in accordance with the terms and conditions of this Sponsorship Agreement ("Agreement"). If the terms and conditions set forth in this Agreement are acceptable, please sign the Agreement where indicated and return the Agreement to the CMP contact person identified below.

PART A: SPONSORSHIP INFORMATION

SPONSOR INFORMATION:

Name of Company, Organization or Individual: Reach Cyber Charter School ("Sponsor")

Address: 750 East Park Drive, Suite 204

City: Harrisburg State: PA Zip: 17111 Phone: 717.704.8437 ext. 8474

Contact Person: Scott Stuccio, Marketing & Social Outreach Coordinator Email: SStuccio@reach.connectionsacademy.org

MUSEUM INFORMATION:

SPONSORED ACTIVITY(IES): Miniature Railroad and Village® (also referred to as "Exhibit")

DATE(S): September 1, 2023 – August 31, 2024

Location(s)/Component(s): Carnegie Science Center

CMP Contact Person: Daryl Cross Email: CrossD@CarnegieMuseums.Org Phone: 412.622.5788

CONSIDERATION:

SPONSORSHIP FEE (TOTAL): \$ 35,000

SPONSORSHIP FEE SCHEDULE: \$ 35,000 by October 1, 2023

SPONSORSHIP ACKNOWLEDGEMENTS:

1. MEDIA/MARKETING ELEMENTS

- Sponsor is recognized with logo and link on Museum website during Term; the manner, placement, and format of link to be mutually agreed; Sponsor hereby gives Museum permission for such linking activity to Sponsor's website.
- Sponsor is recognized in two (2) Explore brochures during Term; with timing, wording, and placement to be determined by Museum.
- Sponsor is recognized with logo in three (3) e-mails during Term; with timing, wording, and placement to be determined by Museum.
- Sponsor is recognized in six (6) social media posts during Term; with timing, size, location, channel, and wording to be determined by Museum.

CREDIT LINE (IF ANY): Miniature Railroad and Village® Presented by Reach Cyber Charter School

2. MUSEUM RELATED ELEMENTS:

- Sponsor receives one hundred (100) Museum general admission passes valid during Term.
- Sponsor may reserve private access to Carnegie Science Center classroom space rental facility on four (4) mutually acceptable dates and times (not to exceed three hours, each) during Term; all hard costs (except the rental fee for the space), including but not limited to parking, custodial, security, as well as food services costs will be the sole responsibility of Sponsor.
- Sponsor may reserve private access to CSC Science Stage on one (1) mutually acceptable date and time (not to exceed three hours, each) during Term; all hard costs (except the rental fee for the space), including but not limited to parking, custodial, security, as well as food services costs will be the sole responsibility of Sponsor.

- Sponsor receives one (1) Reach Cyber Charter School Day on a mutually agreeable day during Term; regional Reach Cyber Charter School families receive complimentary general admission to Museum (exclusive of parking, catering, or all Museum add-ons such as special exhibitions or films), for up to 100 visitors.
- Sponsor receives one (1) tour of Exhibit for up to ten (10) guests on a mutually agreeable date during Term.
- Sponsor receives one (1) private show in Buhl Planetarium during Term; during regular visitor hours on a mutually agreeable date.

3. ONSITE ACTIVITIES, SIGNAGE, HANDOUTS AND/OR GIVEAWAYS BY SPONSOR:

- Sponsor is recognized on signage at entrance to Exhibit during Term; with size, location, and wording to be determined by Museum.
- Sponsor is recognized on Exhibit "under construction" signage during the annual closure period during Term; with size, location, and wording to be determined by Museum.
- Sponsor is recognized with logo on one (1) digital panel located inside Exhibit during Term; with size, location, and wording to be determined by Museum.
- Sponsor may be on-site at Museum on four (4) mutually acceptable dates during Term to exhibit or hand out items or printed materials; table location to be determined by Museum; any materials distributed or activity done by Sponsor while on-site must be pre-approved by Museum; costs for services (except the table set-up fee), including but not limited to linens and parking, will be the sole responsibility of Sponsor.
- Sponsor "STEM Bus" may appear at CSC on one (1) mutually acceptable date during Term; any materials distributed or activity done by Sponsor while on-site must be pre-approved by Museum; costs for services including but not limited to linens and parking, will be the sole responsibility of Sponsor.

4. TERM: This Agreement shall begin on the Effective Date and shall continue thereafter in full force and effect until midnight on August 31, 2024 ("Term"), unless sooner terminated in accordance with the terms of this Agreement.

5. EXCLUSIVITY IN CATEGORY: During the Term, Sponsor shall be the exclusive Sponsor of the Sponsored Activities in the category of: K-12 Cyber Education

6. CMP MARKS (IF ANY): To be designated by CMP, if any.

TERMS AND CONDITIONS:

By executing this Agreement, Sponsor agrees to be bound by this Agreement including the Standard Terms & Conditions set forth on the next page(s) of this Agreement and any and all attachments hereto, which are hereby fully incorporated herein. The signatories to this Agreement hereby acknowledge the sufficiency of the consideration for this Agreement and warrant that they have read and agree to all of the terms and conditions of this Agreement, and have full power and authority to sign for and legally bind themselves (if an individual) or their respective companies or organizations.

EFFECTIVE THIS _____ DAY OF _____, _____ (the "Effective Date").

REACH CYBER CHARTER SCHOOL

CARNEGIE INSTITUTE FOR CARNEGIE SCIENCE
CENTER

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax ID # _____

(ss# or TIN/EIN)

CMP Staff Representative: _____

(initials)

PART B: STANDARD TERMS AND CONDITIONS

1. The Parties: CMP and Sponsor are sometimes each referred to herein as a "Party" and collectively as the "Parties".

2. Sponsorship Acknowledgments: CMP agrees to provide the Sponsorship Acknowledgments identified in Part A of this Agreement in connection with the Sponsored Activity during the Term, unless shorter durations are indicated in Part A, in return for the timely receipt of the Sponsorship Fee/Consideration identified in Part A of this Agreement and in consideration of Sponsor's good reputation and standing. Sponsor understands and agrees that no Sponsorship Acknowledgment shall consist of or include: (i) messages containing qualitative or comparative language, price information or other indications of savings or value; (ii) endorsements of Sponsor's products or services; or (iii) inducements to purchase, sell or use any of Sponsor's products or services, such as for example, savings coupons or buy one get one free promotional offers. If in the future circumstances change such that it is no longer feasible, in the opinion of the Museum, to continue to provide the Sponsorship Acknowledgments identified in Part A, or any portion(s) thereof, CMP will provide substitute acknowledgments that, in its opinion, most closely fulfill the intentions described.

3. Media/Marketing Elements: The credit line, if any, identified in Part A of this Agreement and/or Sponsor's name and/or logo as mutually agreed by Sponsor and Museum, will be included in the Media/Marketing Elements in a manner recognizing Sponsor as a sponsor of the Sponsored Activity, in a format to be mutually agreed upon between the parties, taking into account space and other like constraints which may vary from element to element.

4. Onsite Signage, Displays, Handouts, Giveaways and Other Property of Sponsor: Sponsor shall be permitted to conduct the activities, if any, identified in Part A of this Agreement at CMP in connection with the Sponsored Activity at the dates and times identified in Part A or to be mutually agreed upon by the Parties. Any and all signage, handouts, displays, giveaways, product placements or other materials, items or other property of any kind to be displayed, used or provided by Sponsor in connection with such activities must be pre-approved by CMP. In no event shall Sponsor distribute materials of any kind to children under the age of 18 or solicit children under the age of 18 for personal information. Sponsor shall be solely responsible for any and all transportation and storage relating to any such signage, handouts, displays, giveaways, products, materials, items and other property. Notwithstanding any other provisions of this Agreement, Sponsor shall be solely responsible and liable for all property brought onto CMP premises by Sponsor, including any and all damage, theft or loss relating thereto.

5. On-Site Activity Requirements. For those Sponsorship Acknowledgments that include Sponsor employee(s) or other Sponsor representative(s) being on-site at CMP to conduct an activity(ies) as part of the Sponsorship Acknowledgments, the following requirement(s) shall apply:

(a) CMP Staff Representative Required. Sponsor's main contact under this Agreement for on site activities conducted by Sponsor employee(s) or representative(s) shall be

Daryl Cross, Assistant Director of Sponsorship, Institutional Partnerships, Carnegie Museums of Pittsburgh
(CrossD@carnegiemuseums.org).

("CMP Staff Representative"). The CMP Staff Representative will monitor Sponsor's activities while Sponsor is on CMP's premises, for purposes of, among other things, complying with CMP's policies and procedures and Sponsor shall follow the CMP Staff Representative's instructions in these regards.

(b) Background Check Clearances Required.

(i) Any of Sponsor's employee(s) or representative(s), including any owner/proprietor of Sponsor, on CMP's properties conducting an activity(ies) as part of the Sponsorship Acknowledgments must have applied for and received the background check clearances specified under Pennsylvania Act 153 of 2014, as amended ("Act 153"), 23 Pa. C. S. Section 6344(b), or satisfy the conditions for provisional employment specified in 23 Pa. C. S. Section 6344(m). It is understood and agreed that anyone who has not received clearances under Act 153 or who does not meet the conditions for provisional employment under Act 153 shall not be permitted to conduct activities on CMP's properties as part of the Sponsorship Acknowledgments.

(ii) Sponsor is solely responsible for taking the necessary steps to ensure that Sponsor's employees or other representative(s), including any owner/proprietor of Sponsor, conducting activities on CMP's properties as part of the Sponsorship Acknowledgments apply for and receive the requisite clearances prior to any such persons commencing any such activities on CMP's properties. Sponsor is also solely responsible for obtaining and maintaining copies of the requisite clearances (and applications for clearances) of such persons.

(iii) **Sponsor shall provide the CMP Staff Representative with a sworn declaration** confirming that all of Sponsor's employee(s) or other representative(s), including any owner/proprietor of Sponsor, conducting activities on CMP's properties as part of the Sponsorship Acknowledgments have received the background check clearances specified by Act 153 or are qualified provisionally under Act 153. The form of declaration is attached as **PART B: Exhibit 1**.

(iv) Sponsor hereby releases CMP and agrees to defend, indemnify and hold CMP harmless, from and against any and all injuries, losses and/or damages (including reasonable attorneys' fees and costs) resulting from Sponsor's failure to comply with this Section 5 or from the interactions of Sponsor's employee(s) or representative(s) with minor children while conducting activities on CMP's properties as part of the Sponsorship Acknowledgments. The terms of this Section 5(b)(iv) shall survive the expiration or termination of this Agreement.

6. Exclusivity in Category: If applicable, during the Term of this Agreement, Sponsor shall be the exclusive sponsor of the Sponsored Activity in the Category as specifically identified in Part A of this Agreement.

7. Consideration. In exchange for the Sponsorship Acknowledgments and other rights granted to Sponsor herein, Museum shall receive from Sponsor the Sponsorship Fee in the total amount and according to the payment schedule set forth in Part A of this Agreement together with any and all other In-Kind Consideration, if any, identified in Part A of this Agreement.

8. Sponsor Marks. Sponsor hereby grants to Museum, for the Term of this Agreement, a limited, non-exclusive license to use and/or display the corporate and trade name(s), trademark(s), service mark(s), logo(s), symbol(s), design(s), decal(s), artwork(s) and other proprietary designation(s) of Sponsor (collectively "Sponsor Marks") for the purposes of effecting Museum's rights and obligations under this Agreement and thereafter for historical and archival purposes in connection with the documenting of the occurrence of the Sponsored Activity. Museum shall not have the right to sublicense except that Museum may permit its designees (which shall be subject to the terms of this Agreement) to produce materials for or on behalf of Museum for the purpose of effecting the Museum's rights and obligations under this Agreement.

Sponsor shall have the right to review and pre-approve of the uses of the Sponsor Marks hereunder. Any of the Sponsor Marks used or displayed in connection with this Agreement shall be and remain the sole and exclusive property of the Sponsor. All use of Sponsor's Marks, and all goodwill associated therewith, shall inure exclusively to the benefit of Sponsor.

9. CMP Marks. CMP hereby grants to Sponsor, for the Term of this Agreement, a limited, non-exclusive license to use and/or display CMP's name, trademark(s), service mark(s) and/or logo(s) identified in Part A of this Agreement (collectively "CMP Marks") solely for the purpose of identifying that Sponsor is a sponsor of the Program in accordance with the terms of this Agreement provided, however, Sponsor shall have no right to create merchandise for sale or distribution or other product giveaways that incorporate or otherwise display any of the CMP Marks without the prior written explicit agreement of CMP. Sponsor shall not have the right to sublicense except that Sponsor may permit its designees (which shall be subject to the terms of this Agreement) to produce materials for or on behalf of Sponsor for purposes of effecting the Sponsor's rights and obligations under this Agreement. Sponsor shall not use the CMP Marks for any purpose other than as described in this Agreement. CMP shall have the right to review and pre-approve of all uses of the CMP Marks hereunder. Sponsor must provide CMP with a sample of all proposed uses of the CMP Mark and CMP shall have at least five (5) business days to review and approve or disapprove the proposed use. Sponsor shall not make any proposed use of the CMP Marks without CMP's approval. Any of the CMP Marks used or displayed in connection with this Agreement shall be and remain the sole and exclusive property of CMP. All use of the CMP Marks, and all goodwill associated therewith, shall inure exclusively to the benefit of CMP.

10. Term and Termination. The Term of this Agreement is as set forth in Part A of this Agreement hereof. Either Party may terminate this Agreement in the event the other Party materially breaches this Agreement and does not cure such breach within fourteen (14) days after written notice of such breach is given by the non-breaching Party to the allegedly breaching Party. The Parties agree to engage, during such termination notice period, in a good faith effort to effect a mutually agreed upon cure. CMP shall also have the right, without liability to Sponsor, to immediately stop Sponsor's participation in the Sponsored Activity on verbal notice at the Activity in the event that Sponsor's goods/materials and/or Sponsor's actions are in material breach of this Agreement or otherwise inconsistent with the reputation, standing or mission of the CMP in its sole discretion.

11. Content and Materials Provided by Sponsor. Sponsor represents and warrants that all content, including without limitation the Sponsor Marks, products, giveaways, handouts, signage and/or any and all other items and materials provided by Sponsor for use in connection with the Sponsorship Acknowledgements, shall not contain any matter that is obscene or libelous; is unsafe; violates any applicable law, rule or regulation; and/or infringes, misappropriates or otherwise violates the copyrights, trademark rights, patent rights, rights of publicity or privacy, or other rights of any third party. The terms of this Section shall survive the expiration or termination of this Agreement.

12. Indemnification.

(a) Sponsor shall defend, indemnify and hold harmless CMP and its agents, officers, directors, employees and representatives from and against any and all damages, personal injuries, property damage, bodily injuries, liabilities, costs and expenses, including reasonable attorneys' fees and costs, arising out of, based on or in any other manner related to the following (including any and all claims, actions, lawsuits and/or demands by third parties): (i) activities undertaken, performed or conducted by Sponsor or its agents,

officers, directors, employees, representatives, or others acting on behalf of Sponsor, in connection with the Sponsorship Acknowledgements or otherwise pursuant to this Agreement (including any and all activities relating to the sale, serving or distribution of alcohol by or on behalf of Sponsor); (ii) the material breach of this Agreement by Sponsor or its agents, officers, directors, employees or representatives; or (iii) the negligent or willful misconduct of Sponsor or its agents, officers, directors, employees or representatives, all except to the extent covered by subsection (b) of this Section.

(b) CMP shall defend, indemnify and hold harmless Sponsor and its agents, officers, directors, employees and representatives from and against any and all damages, personal injuries, property damage, bodily injuries, liabilities, costs and expenses, including reasonable attorneys' fees and costs, arising out of, based on or in any other manner related to the following (including any and all claims, actions, lawsuits and/or demands by third parties): (i) activities undertaken, performed or conducted by CMP or its agents, officers, directors, employees, representatives, or others acting on behalf of CMP, in connection with the conduct of the Sponsored Activity or otherwise pursuant to this Agreement (including any and all activities relating to the sale, serving or distribution of alcohol by or on behalf of CMP); (ii) the material breach of this Agreement by CMP or its agents, officers, directors, employees or representatives; or (iii) the negligent or willful misconduct of the CMP or its agents, officers, directors, employees or representatives, all except to the extent covered by subsection (a) of this Section.

(c) Each Party shall provide the other Party with prompt written notice of any claim, demand or action for which such Party is seeking or may seek indemnification hereunder. The Parties agree to render to each other such assistance as may reasonably be requested in order to ensure a proper and adequate defense. The indemnifying party shall not have the right to settle any claim if such settlement contains a stipulation to, or an admission or acknowledgement of, any wrongdoing on the part of an indemnified party. The indemnified parties shall not make any settlement of any claims, which might give rise to liability of an indemnifying party, without the prior written consent of the indemnifying party.

(d) IN NO EVENT WHATSOEVER SHALL CMP BE LIABLE TO SPONSOR FOR ANY INDIRECT, SPECIAL CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT CMP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any claims or causes of action against CMP arising in any manner out of this Agreement must be brought within three (3) months following the expiration or termination of this Agreement.

(e) The terms of this Section shall survive the expiration or termination of this Agreement.

13. Insurance Requirements:

(a) For the Term of this Agreement, Sponsor will, at its own expense, maintain the following insurance, with a reputable insurer acceptable to Museum, in full force and effect: (i) worker's compensation coverage to the extent required by law at the statutory limits and employer's liability insurance at a minimum of \$500,000 each accident and bodily injury and \$500,000 bodily injury by disease each employee; (ii) commercial general liability insurance sufficient to cover claims for personal injury, bodily injury (including death) advertising injury and property damage with a minimum limit of \$1 million per occurrence and a \$2 million aggregate for the products/completed operations and operations exposures; and (iii) business automobile insurance for owned, hired and non-owned vehicles with a minimum limit of \$1,000,000 per occurrence on a combined single limit basis; and (iv) commercial excess/umbrella insurance with a minimum limit of \$5,000,000 per occurrence with a \$5 million aggregate. Sponsor will also provide collision and comprehensive physical damage coverage on all vehicle(s)

furnished by Sponsor in connection with this Agreement during the period of time such vehicle(s) are in the possession or on the premises of CMP. If Sponsor is providing or serving alcoholic beverages in connection with any events included as part of the Sponsorship Acknowledgements or otherwise in connection with the Sponsorship Acknowledgements, liquor liability insurance in the amount of \$2,000,000 is required.

(b) Sponsor shall provide CMP a certificate of insurance certifying that coverage as required by this Agreement has been obtained and shall remain in force as specified by this Agreement. Sponsor must provide to CMP such proof of insurance prior to the provision of any Sponsorship Acknowledgements. Upon request, a copy of all or portions of policies will be provided to CMP.

(c) CMP shall be named as an Additional Insured on the general liability, automobile policies, umbrella liability, products liability and liquor liability policies. A copy of the additional insured endorsement providing coverage must accompany the certificate of insurance. All coverage afforded to CMP by Sponsor's required coverages shall be on a primary and non-contributory basis. A waiver of subrogation endorsement in favor of CMP shall be provided on all policies, including without limitation the worker's compensation policies.

(d) Thirty (30) days' notice shall be given to CMP if Sponsor's insurance policies are cancelled, or not-renewed, or any limits or coverages are reduced.

(e) The fulfillment or non-fulfillment of the insurance obligations hereunder shall not relieve Sponsor of any liability assumed by Sponsor hereunder or in any way modify Sponsor's obligations to indemnify CMP.

(f) The terms of this Section shall survive the expiration or termination of this Agreement for the time period stated in this Section.

14. Force Majeure. Museum shall not be responsible for events beyond its reasonable control, such as public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, casualties, government restrictions, acts of God, unforeseen commercial delays or for any reason, including but not restricted to mechanical breakdowns beyond the control and without the fault of Museum that impair or otherwise cause Museum to be unable to provide any one or more Sponsorship Acknowledgements or to provide the Sponsorship Acknowledgements at the time specified if any ("Force Majeure Occurrence"). In the event of a Force Majeure Occurrence, Museum shall not be liable to Sponsor except to the extent of allowing a pro-rated reduction of the Sponsorship Fee commensurate with the Sponsorship Acknowledgements not received by Sponsor or suitable "make goods". The terms of this Section shall survive the expiration or termination of this Agreement.

15. Applicable Law/Jurisdiction/Disputes: This Agreement shall be governed and enforced under the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles. Any controversy, claim or dispute arising out of or relating to this Agreement or the breach hereof, shall be submitted to arbitration in the City of Pittsburgh in accordance with the rules of the American Arbitration Association then in effect and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any decision by the arbitrator(s) in accordance with this section shall be conclusive on the issues presented for arbitration and no appeal shall be allowed therefrom. This provision shall not impair or be in lieu of the rights of either Party to seek injunctive relief in a court of competent jurisdiction. Any such legal action, suit or proceeding arising out of or relating to this Agreement or the breach hereof shall be instituted in an appropriate state or federal court located in Allegheny County, Pennsylvania and each Party hereto irrevocably consents to such jurisdiction and venue and waives all objections thereto. The terms of this Section shall survive the expiration or termination of this Agreement.

16. Relationship of Parties. This Agreement shall not be construed to create or imply any relationship between the Parties other than that of independent contractors. Each Party hereby acknowledges full responsibility for the payment of its own expenses in connection herewith, including but not limited to any and all taxes. The Parties shall fully comply with all applicable laws, regulations and ordinances in the course of their performance of their services, commitments and obligations under this Agreement.

17. Miscellaneous: The failure of either Party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement. The payment or acceptance of fees or charges for any period after a default shall not be deemed a waiver of any right. This Agreement, together with any and all exhibits hereto, constitute the entire understanding of the Parties with respect to the subject matter hereof and may not be amended except by a written agreement executed by both Parties. This Agreement shall be binding upon the Parties and their respective heirs, successors and assigns. Notwithstanding the foregoing, neither Party shall have the right to assign this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other Party. All notices hereunder shall be in writing, shall be delivered to the addresses and contact persons identified in Part A of this Agreement and shall be effective: (i) when personally delivered; (ii) when delivered by private courier (with confirmation of delivery); (iii) when transmitted via fax (with receipt confirmed); or (iv) three business days following deposit in the U.S. mail, postage prepaid, registered or certified, return receipt requested. The terms of this Section shall survive the expiration or termination of this Agreement.

PART B: Exhibit 1

DECLARATION

1. I, _____, am the _____ of _____ ("Sponsor").
print or type name print or type job title print or type name of Sponsor
2. I hereby certify that all employees and representatives of Sponsor, including any owners/proprietors of Sponsor, who are expected to and/or assigned to conduct activities on Carnegie Institute's properties as part of the Sponsorship Acknowledgements have received clearances under Act 153 or are qualified as a provisional employee under Act 153.
3. I have received from and am maintaining, the documentation specified under Act 153 to confirm that each Sponsor employee and representative, including any owner/proprietor of Sponsor, who is expected to and/or assigned to conduct activities on Carnegie Institute's properties as part of the Sponsorship Acknowledgements has either secured all clearances specified under Act 153 or is qualified as a provisional employee under Act 153.

I hereby swear and affirm that the information set forth above is true and correct. I understand that false statements made herein are made subject to the penalties of 18 Pa.C.S. § 4904.

Signature of Declarant