

EDUCATIONAL SERVICES AGREEMENT

**Name and Address
of Service Provider**

WQED Multimedia
4802 Fifth Avenue
Pittsburgh, PA 15213 (“WQED”)

**Name and Address
of Client (“Client”)**

Description of Services

See Statement of Work attached hereto as Attachment A

Term of Services

Beginning on the date first written below (“Effective Date”), and continuing for such time as set forth in any Statement of Work unless terminated as described herein (the “Term”)

Fee and Payment Schedule

See Statement of Work attached hereto as Attachment A

WQED and Client, collectively referred to as the “Parties” or individually as a “Party,” pursuant to this Educational Services Agreement (the “Agreement,”) hereby agree as follows:

1. **Services**. Client hereby engages WQED, and WQED agrees, to perform the services identified in one or more statements of work (“Statement(s) of Work”), the terms of which are fully incorporated herein (the “Services”). The initial Statement of Work, which details current Services and those selected by the Client, is attached to this Agreement as Attachment A. The Services may be updated, from time to time, upon written agreement, or by execution of a subsequent Statement of Work, signed by both Parties.

2. **Payment**.

- a. **Fees Generally**. As sole compensation for the Services, WQED will be paid as set forth in each Statement of Work.
- b. **Enrollment Fees**. Fees set forth in each Statement of Work will be deemed forfeited for services that are not canceled or rescheduled with at least seven (7) days’ notice to WQED. Fees will be deemed forfeited for withdrawal(s) from admission program services with less than twenty-one (21) days’ notice to WQED. No refunds of any fees will be provided for participants who are removed by WQED from participating in the Services. For those Services which are offered to a specified cohort of participants (i.e. 12 students per program) no partial or pro-rata enrollment in such Services shall be allowed, and no proration of fees shall be offered.

3. **Expenses**. Travel to and from Client locations more than fifty (50) miles from WQED shall be charged to Client at the federal standard mileage rate then in effect, which as of the Effective Date is \$0.67/mile in 2024. Any expenses incurred by WQED in performing the Services, including but not limited to workshop preparation equipment use, and the use of consumable supplies, shall be the sole responsibility of WQED unless approved in writing in advance by Client.

4. **Warranties**. Each Party warrants and represents to the other that: (a) it is duly organized and is currently in good standing under the laws of the Commonwealth of Pennsylvania; (b) the execution and

delivery of this Agreement does not, and will not, violate any provisions of its articles of incorporation or organization, its by-laws or operating agreement, or any contract or other agreement to which it is a party; and (c) it has the full right and authority to enter into this Agreement and perform hereunder. WQED further warrants that it shall perform the Services using personnel of industry standard skill, experience, and qualifications; and that personnel performing the Services will have successfully completed the Pennsylvania Department of Human Services Child Abuse History Clearance, the Pennsylvania State Police Request for Criminal Records Check, the National Sex Offender Registry Check, the Federal Criminal History Record Information, and any similar clearances or background checks required by Pennsylvania law. WQED MAKES NO WARRANTIES EXCEPT FOR THOSE SET OUT ABOVE AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED.

5. **Indemnification.** The Parties will each protect, indemnify, and hold harmless the other and its parent and subsidiary companies, and any successors and assigns, and its and their officers, managers, directors, employees, agents and representatives from and against any and all claims, judgements, liabilities, cross-claims, counter-claims, third-party claims, actions, demands, obligations, losses, damages, costs and expenses (including liabilities for penalties and reasonable attorneys' fees and court costs) which any of them may sustain or suffer by reason of a breach of any of the covenants, agreements, representations or warranties of such Party contained in this Agreement. The Parties agree to notify the other promptly of any claim to which these indemnification provisions may apply. Client knowingly and voluntarily releases and indemnifies Producer and Producer's officers, directors, employees, agents, licensees, successors, and assigns from any claim, demand, suit, or cause of action of any kind, including, but not limited to, any third-Party claims as well as any claims for death, disability, worker's compensation, health or related benefits, or insurance arising from, attributable to, or related to the Services. The provisions of this section 4 shall survive the expiration or termination of this Agreement.

6. **Force Majeure.** Neither Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to WQED hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): fire, flood, epidemic, pandemic, earthquake, explosion, accident, labor dispute or strike, act of God or public enemy, riot or civil disturbance, war (declared or undeclared) or armed conflict, national or regional emergency, foreign or domestic governmental law, order, regulation, or other action, order of any court of competent jurisdiction, failure of common carriers or telecommunication breakdowns, power outages or shortages, inability or delay in obtaining supplies of adequate or suitable materials, or any other cause not reasonably in control of the Impacted Party.

7. **Independent Contractor.** It is the Parties' express intent that the WQED shall work as an independent contractor, and not as Client's employee, agent, joint venturer, or partner. WQED and its officers, managers, directors, employees, agents, and representatives will not be entitled to receive any vacation, illness payments, or to participate in any bonus, stock option, profit sharing, insurance plans, arrangements, or distributions of funds or other benefits of or made available by the Client to its employees. Except as expressly stated herein, neither Party has any right, power or authority to create any obligation, express or implied, on behalf of the other in connection with the performance of its obligations under this Agreement.

8. **Intellectual Property.** Client understands and agrees that WQED's logo, trademarks or other intellectual property ("Intellectual Property") are the sole and exclusive property of WQED, and Client shall not use such Intellectual Property without first obtaining WQED's written consent.

9. **Successors and Assigns.** Client may not assign this Agreement without WQED's prior written consent. Any attempted assignment without such prior written consent will be null and void and without legal effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their representatives, successors and permitted assigns. References to each of the Parties in this Agreement shall be deemed to include such persons or entities.

10. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to conflicts of law principles. Any action or proceeding, whether legal, equitable, administrative or otherwise, arising out of or relating to this Agreement shall proceed in the Court of Common Pleas of Allegheny County, Pennsylvania or the United States District Court for the Western District of Pennsylvania, unless the parties to this Agreement otherwise agree in writing to an alternative method of dispute resolution. Client waives any and all objections to venue and to the personal jurisdiction of such courts over Client. EACH PARTY TO THIS AGREEMENT WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHTS THAT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, INCLUDING EACH STATEMENT OF WORK ATTACHED HERETO.

11. **Entire Agreement.** This Agreement, together with the provisions contained in each Statement of Work, constitute the complete agreement between the Parties and supersedes all previous agreements or representations, whether written or oral, with respect to the subject matter described herein. This Agreement may not be modified except in writing signed by a duly authorized representative of each Party.

12. **Notice.** All notices, consents, requests, demands and other communications required or permitted hereunder will be deemed to have been duly given when given in writing by (i) personal delivery, (ii) certified or registered U.S. Mail or (iii) reputable overnight courier to the parties at the addresses set forth in the Preamble, above.

13. **Severability.** The Parties agree that if any provision of this Agreement is under any circumstances deemed invalid or inoperative, the Agreement will be construed with the invalid or inoperative provision deleted, and the rights and obligations of the Parties will be construed and enforced accordingly.

14. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and each of which may be executed by facsimile or electronic mail, including electronic signature, such signature being deemed an original signature, but all of which together shall constitute one and the same complete legal instrument.

[Remainder of page intentionally blank. Signature page follows.]

Signature Page to Educational Services Agreement

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

Client

WQED Multimedia

By: _____

By: Jason Jedlinski

Its: _____

Its: President & CEO

Date: _____

Date: _____

ATTACHMENT A to Educational Services Agreement
WQED’s Film Academy offerings effective as of June 1, 2024

WQED’s Film Academy offers a variety of media education programs for students of various ages and offers professional development programs for educators and administrators, as described below.

| Program | Eligibility | Location | Fees |
|----------------------|---|----------------------|--|
| WFA Lite | Middle School Students | At WQED | \$200.00 per participant for either: (a) six hours of instruction (offered at two hours/week for three consecutive weeks) or (b) one single, seven-hour “Make a Movie in a Day” experience, offered every August |
| WFA Learning Level | High School Students | At WQED | \$2,100.00 per participant, per Semester |
| | | Virtual/Remote | \$2,500.00 per participant, per Semester; which includes one ‘at-home’ filmmaking kit per participant to keep, valued at approximately \$600.00 each |
| WFA Intern Level | High School Students who successfully completed the WFA Learning Level, including basic-level equipment and skills testing, and participate in a staff-led interview | At WQED | No fee |
| | | Virtual/Remote | \$1,000.00 per participant, per Semester; which includes a twelve (12) month subscription to Adobe Creative Cloud |
| Teen Film Crew Level | High School Students who successfully complete 100 hours at the WFA Intern Level, pass advanced-level equipment and skills testing, participate in a staff-led interview, and participate in peer mentorship training | Varies by assignment | No fee; participants are paid \$10.00 per hour by WQED as seasonal employees |
| WFA On Location | Elementary school through high school students, or professional development for educators | At Client | \$350.00 per 1-2 hour workshop, per 12 participants |
| | | At Client | \$650.00 per 3-5 hour (“half day”) workshop, per 12 participants |
| | | At Client | \$1,200.00 per 6-8 hour (“full day”) workshop, per 12 participants |
| | | At Client | \$65.00 per hour, per additional teaching artist (required for participant 13 and every additional 12) |
| | | At Client | \$65.00 per hour, per 12 participants, with a required curriculum commitment of at least three (3) hours/week for at least twelve (12) consecutive weeks |

Initial Statement of Work and Order Form

This Order Form (the “Order Form”) is entered into by and between _____ (“Client”) and WQED Multimedia (“WQED”), pursuant to and in accordance with the terms of the Educational Services Agreement by and between Client and WQED (the “Agreement”), dated _____ June 21st, 2024 _____.

Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. To the extent that there is any inconsistency between this Order Form and the terms of the Agreement, the language within this Order Form shall control.

The Client has selected to enroll the following students in the Services specified:

Program: _____ Grade(s): _____

Date(s): _____ # of Participants: _____

Location: _____ Fee: _____

Program: _____ Grade(s): _____

Date(s): _____ # of Participants: _____

Location: _____ Fee: _____

Program: _____ Grade(s): _____

Date(s): _____ # of Participants: _____

Location: _____ Fee: _____

Program: _____ Grade(s): _____

Date(s): _____ # of Participants: _____

Location: _____ Fee: _____

Additional Notes or Terms: _____

Client’s Designated Contact:

Name: _____

Email: _____

Phone: _____

Client expressly acknowledges that the enrollments selected above are subject to and consistent with the following eligibility and participation guidelines:

Eligibility: “Middle School Students” are defined as fifth grade graduates (rising sixth graders) through eighth grade students at a public, private, or charter school or an approved home education program and “High School Students” are defined as eighth grade graduates (rising ninth graders) through students enrolled in ninth through twelfth grade at a public, private, or charter school or approved home education program, plus recent graduates who received their high school diploma within the last four months.

Client may select participants for WFA On Location (the “Client Programs”). However, students must apply to, interview for, and be accepted by WQED to participate in the WFA Lite, WFA Learning Level, WFA Intern Level, and Teen Film Crew Level (the “Admission Programs”). Client may pay students’ fees for the Admission Programs, but acceptance is determined by WQED in its sole discretion.

Scheduling: Client should specify desired date(s) for the Client Programs. WQED will review and accept or propose alternate dates, as needed to achieve mutual agreement. WQED determines the dates for the Admission Programs in its sole discretion. “Semester(s)” are defined as spring, summer, and fall: typically January through April (spring), June through August (summer), and September through December (fall).

Right of Removal: WQED has a zero-tolerance policy for bullying and harassment. WQED reserves the right to remove any participant from any program and to decline performance of the Services to any participant who WQED deems to be disruptive or dangerous, in its sole discretion.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Order Form to be executed as of the last date written below.

Client

WQED Multimedia

By: _____

By: Jason Jedlinski

Its: _____

Its: President & CEO

Date: _____

Date: _____