DATASEAM PARTICIPATING PARTNER AGREEMENT

THIS AGREEMENT ("Agreement") is entered into effective this 30th day of August, 2019, by and between **Kentucky Dataseam Initiative, Inc.**, a Kentucky not-for-profit corporation, ("Dataseam"), with principal offices located at **451 Baxter Avenue, Suite 109, Louisville, KY 40204** and **Gallatin County Schools,** a School District duly created, organized and in good standing in accordance with the laws of the Commonwealth of Kentucky, ("Participating Partner") with its principal offices located at **75 Boardwalk, Warsaw, KY 41095.** The above entities may sometimes be referred to as the "Party" or the "Parties".

WHEREAS, Dataseam has developed a program designed to enhance education and research in the Commonwealth of Kentucky;

WHEREAS, Participating Partner has reviewed the Dataseam program merits and wishes to enroll and participate;

NOW, THEREFORE, in consideration of premises and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. This Agreement is effective from the date listed above and shall be automatically renewed for one (1) year on July 1 of each year ("Renewal Date") unless terminated by prior written notice received by Dataseam no fewer that 60 days prior to the Renewal Date. Dataseam may terminate this Agreement at anytime upon 60 days prior written notice to the Participating Partner.

2. Participating Partner's Obligations. Participating Partner understands in order to participate in the program, Partner must provide the following:

2.1 Access to the internal school network via a VPN account provided to Dataseam by the Kentucky Department of Education, Office of Education Technology.

2.2 Donate exclusive access to district computer workstations adequate for research projects and grid-based computation.

2.3 Physical access to those designated computers within the School District during set-up and provisioning process and from time-to-time during program period as needed to ensure proper functioning of the equipment and network. Access to be during hours agreed to by Participating Partner, not to be unreasonably withheld.

2.4 Provide best effort to have designated computer workstations to be operational 24 hours a day, seven days a week.

2.5 Provide necessary on-site support personnel during hours agreed to by School District.

2.6 Provide suitable environment and management of computer server provided by Dataseam in accordance with Dataseam District Standard Configuration and Procedures provided and regularly updated by Dataseam.

3. Dataseam's Obligations. Dataseam agrees to provide to Participating Partner School Districts the following:

3.1 Work with Participating Partner to implement technologies and information technology strategies to help improve efficiency.

3.2 Access to increased educational and technical opportunity from the higher education environment, which may include visits from university researchers to talk with students and faculty.

3.3 Participation in grant opportunities including funding and programs for education, IT, network, equipment, professional development and student workforce development programs.

3.4 Agree not to intentionally affect the IT environment to the detriment of the daily educational environment.

3.5 Work with the Participating Partner to promote aspects of the Participating Partner's involvement in the program and list Participating Partner as a participating partner of Dataseam.

3.6 Provide computer servers in such numbers determined to facilitate proper running of research on the DataseamGrid.

4. Ownership Interests. The parties agree to honor and observe the respective ownership interests to the equipment and technologies as follows:

4.1 Computer Workstations. Participating Partner shall have or retain sole ownership of computer workstations and other infrastructure utilized pursuant to this Agreement.

4.2 Computational Grid. Dataseam shall have sole control of the computational grid, processes and associated technology.

4.3 Research. The individual researchers shall be the sole owners of research running on the Participating Partner computers.

5. Confidentiality. Parties agree to sign a confidentiality agreement ("Mutual Confidentiality Agreement"), a copy of which is attached hereto and incorporated herein by reference.

6. Representations and Warranties of Dataseam. Dataseam warrants it is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. Dataseam has the corporate power and authority to carry out all its obligations under this Agreement. The execution, delivery and performance of this Agreement

by Dataseam have been duly authorized by all necessary corporate action and are enforceable with accordance to its terms. Such execution, delivery and performance does not, and the consummation of the transactions contemplated will not, (a) result in a material breach of any provision of or constitute a material default under the Article of Incorporation or By-laws of Dataseam, or any agreement or instrument to which Dataseam is a party or by which it is bound, or (b) require the consent or approval of any other person or governmental agency or authority.

7. Representations and Warranties of Participating Partner. Participating Partner warrants it is a School District duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. Further, it has the corporate power and authority to carry out all its obligations under this Agreement and knows of no impediment, legal or otherwise, that would prevent it from fulfilling its obligations hereunder. The execution, delivery and performance of this Agreement by Participating Partner has been duly authorized by all necessary organizational action and is enforceable with accordance to its terms. Such execution, delivery and performance does not, and the consummation of the transactions contemplated will not, (a) result in a material breach of any provision of or constitute a material default under any document establishing its existence or its organizational By-laws, or any agreement or instrument to which Participating Partner is a party or by which it is bound, or (b) or require the consent or approval of any other person or governmental agency or authority.

8. General Provisions. The following general provisions shall apply:

8.1 Survival of Covenants, Warranties and Representations. All representations, warranties, covenants and agreements of each of the Parties to this Agreement shall survive the consummation of the transactions contemplated in this Agreement.

8.2 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. ~~In the event that any Party commences any action to enforce any term of this Agreement, the parties hereto agree to submit the dispute to binding arbitration in lieu of formal litigation.~~ Any litigated or arbitrated dispute shall be exclusively maintained in or subject to the venue of ~~Jefferson~~ Gallatin County, Kentucky.

8.3 Assignment. No Party may assign any of its rights or delegate any of the obligations under this Agreement, except with the prior written consent of the other Party.

8.4 Counterpart. More than one counterpart of this Agreement may be executed by the Parties hereto by facsimile signatures, and each fully executed counterpart shall be deemed an original.

8.5 Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8.6 Remedies Cumulative. The remedies provided in this Agreement shall be cumulative, and the assertion by any Party of any right or remedy shall not preclude the assertion by such Party of any other rights or the seeking of any other remedies.

8.7 Entire Agreement; Amendments. This Agreement constitutes the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the matters contemplated herein. It may be amended only by a written instrument executed by all the Parties to it.

APPROVED:

Gena McCubbins
Chief Operating Officer
Kentucky Dataseam Initiative, Inc.

By: _____

Date:_____

Name: Larry Hammond
Superintendent
Gallatin County Schools

By: _____

Date:_____

DATASEAM SCIENCE AND LAB AGREEMENT

THIS AGREEMENT ("Agreement") is entered into effective this 30th day of August, 2019, by and between **Kentucky Dataseam Initiative, Inc.**, a Kentucky not-for-profit corporation, ("Dataseam"), with principal offices located at **451 Baxter Avenue, Suite 109, Louisville KY 40204**, and **Gallatin County Schools,** a School District duly created, organized and in good standing in accordance with the laws of the Commonwealth of Kentucky, ("Participating Partner") with its principal offices located at **75 Boardwalk, Warsaw, KY 41095**. The above entities may sometimes be referred to as the "Party" or the "Parties".

WHEREAS, Dataseam has developed a program designed to enhance education and research in the Commonwealth of Kentucky;

WHEREAS, Dataseam may secure funding to provide desktop computer workstations to qualified schools to support research and educational efforts and this Agreement anticipates multiple shipments of computer workstations and other equipment over an extended period;

WHEREAS, School District has reviewed the merits of this Agreement and wishes to enroll and participate in the program; and

NOW, THEREFORE, in consideration of premises and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The Initial Term of this Agreement shall commence on the date hereof and expire on the third anniversary of the Delivery Date of the computer workstations and equipment listed in the most recently executed Equipment Addendum.

2. Dataseam's Obligations. Dataseam agrees to provide to Agreement's participating members the following:

2.1 May donate computers workstations to School District in such numbers as Dataseam shall determine subject to grants and funding subject to Dataseam use and access as described in Section 3 of this Agreement.

2.2 Provide computer servers in such numbers as Dataseam shall determine to facilitate proper running of research on the DataseamGrid subject to use, access and conditions as described in Section 3 of this Agreement.

2.3 May place a physical or electronic inventory tag and program identifiers on each machine, monitor and other equipment in order to facilitate tracking, management and operations of the program. An itemized inventory list identifying each piece of equipment and its respective delivery dated signed by representative designated by the parties hereto shall be attached to the Agreement and incorporated herein by reference. In the event the original of the inventory list is misplaced or otherwise inaccessible a photocopy may be attached instead.

2.4 At the School District's option, make available university outreach in the form of professor visits to the schools.

2.5 At the School District's option, make available special supplemental curriculum benchmarked to Kentucky standards.

2.6 At the School District's option, make available special scholarship opportunity for students graduating from high school.

3. School District's Obligations. School District understands that in order to participate in the Agreement, School District must provide or do the following:

3.1 The School District must be an active Dataseam Participating Partner.

3.2 Provide, at all times, suitable environment and management of the equipment as determined by Dataseam and in accordance with Dataseam District Standard Configurations & Procedures provided and regularly updated by Dataseam.

3.3 The Equipment shall be operational and available to external network access 90% of the time, 24 hours a day, seven days a week for a period of three years from the delivery date of equipment and subject to all requirements set forth in Equipment Addendum attached to this document.

3.4 Make available the School District Project Team as described in the Participating Partner Profile to facilitate on-going involvement in the program.

3.4.1 Technical support during installation of Equipment and on-going, on-site support as needed.

3.4.2 Facilitate educational outreach in the school (optional).

3.4.3 Send at School District's expense teachers and/or staff to offered Professional Certification and Development by Dataseam, its designates.

3.5 Take full responsibility for the Equipment and agrees to repair or replace any machines damaged, stolen or become inoperable for any reason during the 3-year program period.

3.6 To the extent permitted by Kentucky law, School District agrees to indemnify and hold harmless Dataseam, officers, directors, agents representatives and employees from all claims, losses, liabilities, and expenses (including attorneys' fees actually incurred) of any type, on account of death or injury to any person or damage to any property arising from School District's participation in the Dataseam program or the use of the Equipment. This indemnity shall apply without regard to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, gross negligence, strict liability or other tort. This indemnity shall survive the duration or termination of this Agreement.

3.7 Intentionally left blank

School District agrees, at its expense, to provide any additional software, internal modifications to the hardware, including, without limitation, any memory or other forms of upgrades, or additions of other computer related materials for educational use, which will, except for the software, become part of the Equipment.

Return the Equipment to Dataseam, if Dataseam at any time determines in its sole discretion that the above criteria are not being met. The School District will cooperate with the loading of Equipment for return to Dataseam with reasonable notice.

3. **Representations and Warranties of Dataseam.** Dataseam warrants that it is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. Dataseam has the corporate power and authority to carry out all its obligations under this Agreement. The execution, delivery and performance of this Agreement by Dataseam have been duly authorized by all necessary corporate action and are enforceable with accordance to its terms. Such execution, delivery and performance does not, and the consummation of the transactions contemplated will not, (a) result in a material breach of any provision of or constitute a material default under the Article of Incorporation or By-laws of Dataseam, or any agreement or instrument to which Dataseam is a party or by which it is bound, or (b) require the consent or approval of any other person or governmental agency or authority.

5. **Representations and Warranties of School District.** School District warrants that it is a School District duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. Further, it has the corporate power and authority to carry out all its obligations under this Agreement and knows of no impediment, legal or otherwise, that would prevent it from fulfilling its obligations hereunder. The execution, delivery and performance of this Agreement by School District has been duly authorized by all necessary organizational action and is enforceable with accordance to its terms. Such execution, delivery and performance does not, and the consummation of the transactions contemplated will not, (a) result in a material breach of any provision of or constitute a material default under any document establishing its existence or its organizational By-laws, or any agreement or instrument to which School District is a party or by which it is bound, or (b) require the consent or approval of any other person or governmental agency or authority.

6. **General Provisions.** The following general provisions shall apply:

6.1 Survival of Covenants, Warranties and Representations. All representations, warranties, covenants and agreements of each of the Parties to this Agreement shall survive the consummation of the transactions contemplated in this Agreement.

6.2 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. ~~In the event that any Party~~

~~commences any action to enforce any term of this Agreement, the parties hereto agree to submit the dispute to binding arbitration in lieu of formal litigation~~. Any litigated or arbitrated dispute shall be exclusively maintained in or subject to the venue of ~~Jefferson~~ Gallatin County, Kentucky.

6.3 Assignment. No Party may assign any of its rights or delegate any of the obligations under this Agreement, except with the prior written consent of the other Party.

6.4 Counterpart. More than one counterpart of this Agreement may be executed by the Parties hereto by facsimile signatures, and each fully executed counterpart shall be deemed an original.

6.5 Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

6.6 Remedies Cumulative. The remedies provided in this Agreement shall be cumulative, and the assertion by any Party of any right or remedy shall not preclude the assertion by such Party of any other rights or the seeking of any other remedies.

6.7 Entire Agreement; Amendments. This Agreement constitutes the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the matters contemplated herein. It may be amended only by a written instrument executed by all the Parties to it.

APPROVED:

Gena McCubbins
Chief Operating Officer
Dataseam
451 Baxter Avenue, Suite 109
Louisville, KY 40204

By: _____

Date: _____

Larry Hammond
Superintendent
Gallatin County Schools
75 Boardwalk
Warsaw, KY 41095

By: _____

Date: _____

CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT ("Agreement") is entered into by and between **Kentucky Dataseam Initiative, Inc.** ("Dataseam"), a Kentucky corporation, and **Gallatin County School District**. The above entities may sometimes be referred to as the "Party" or the "Parties".

WHEREAS, each party desires to review certain Confidential Information of the other Parties, and each Party is willing to disclose such information to the other Parties, subject to the terms of this Agreement;

NOW, THEREFORE, in consideration of premises and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Confidential Information. "Confidential Information" means any and all technical, business, financial or commercial information concerning the Parties which is confidential or proprietary or competitively sensitive and which is received from any Party or their representatives, whether before or after the date hereof, without regard to the form of the disclosure, including without limitation:

(a) Technical Information. All trade secrets, inventions, discoveries, know-how, formulas, formulations, compositions, software, specifications, patents, patent applications, drawing, schematics, processes, process technologies, manufacturing techniques, tests, test results, research and development, and similar non-public technical information;

(b) Business, Financial and Commercial Information. All information concerning the business, financial condition, results of operations, marketing strategies, contracts with representatives, lists of Agents or representatives, contracts with customers and prospective customers, lists of customers and prospective customer representatives, costs, pricing, margins, terms of sales, quantities, product plans, contracts, market information, purchase orders, sources of supply, projections, confidential personnel information, and similar non-public commercial information; and

(c) Recordings. The contents of all notes, analyses, compilations, contracts, records, report studies and extracts in every recordable form, however and whenever arising, containing any Confidential Information.

2. Excluded Information. "Confidential Information" does not include any written information that any Party can demonstrate is:

(a) Information which is or becomes public knowledge through no fault of any Party;

(b) Information which is disclosed to any party not in violation of any contractual or legal obligation; or

(c) Information, which was in the possession of one Party prior to disclosure by the other Party.

Nondisclosure. The Parties agree that the Confidential Information will be used solely in connection with their consideration, analysis and evaluation of the potential agreement. The Parties agree to hold the Confidential Information in strict confidence and agree not to communicate, disclose, divulge, disseminate, publish or transfer the Confidential Information to any person except as expressly permitted hereby, without the prior written consent of the other Party.

4. **Permitted Disclosure.** The Parties may disclose some or all of the Confidential Information, solely for the purposes permitted by this Agreement, to their directors, employees, agents, representatives and their accounting, financial, legal and other advisors strictly on a need-to-know basis; provided that each such person agrees to be bound by the same restrictions required of the Parties hereunder. The Parties may disclose some or all of the Kentucky Confidential Information if required to do so under the Open Records Act.

5. **Prior Consent.** The Parties will not make any announcement of their discussions with each other without the other Parties' prior consent and approval of the contents thereof.

6. **Injunction.** The Parties agree that each Party would not have an adequate remedy at law, and each Party would be irreparably injured, if the Parties do not strictly perform their obligations in accordance with the provisions of this Agreement. Each Party agrees that the other Party shall be entitled to an injunction to require compliance herewith. This remedy is in addition to any other right or remedy to which the Parties may be entitled at law or in equity.

7. **No Obligation.** Neither this Agreement nor any discussions or disclosures hereunder shall be deemed a commitment to any business relationship, contract, or future dealing with the other party, nor shall either party be prevented from conducting similar discussions or performing similar work, so long as such discussions or work do not violate this Agreement.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event that any Party commences any action to enforce any term of this Agreement, then the prevailing Party in such action shall be entitled to recover its reasonable attorney's fees, costs and expenses incurred therein.

9. **Assignment.** No Party may assign any of its rights or delegate any of the obligations under this Agreement, except with the prior written consent of the other Party.

10. **Counterpart.** The Parties may execute more than one counterpart of this Agreement hereto by facsimile signatures, and each fully executed counterpart shall be deemed an original.

11. Term. This Agreement shall be effective as of the date set forth below and shall continue until terminated by either party upon sixty (60) days prior written notice to the other.

All obligations undertaken with respect to Confidential Information disclosed pursuant to this Agreement shall survive termination of this Agreement for a period of three (3) years.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date set out below.

By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

Dataseam Participating Partner Profile

School District Information

School District		
County		Date
Address 1		
Address 2		
City, State & Zip Code		
Established Board Meeting Dates/Times		

School District Administration and Project Team Information

(This program involves several aspects within the school we find that a team approach works best)

Contacts	Name (First & Last)	Title	Phone Number (xxx-xxx-xxxx)	Email Address
Primary (Administration)				
Technical				
Media				
Education				
Scholarship				

Primary - Responsible for district personnel assigned to the project and compliance with program requirements including contracts.
Technical - Responsible for the all aspects of the School District's technology infrastructure and personnel.
Media - Responsible for coordination of all public and media relation efforts for this project.
Education – Responsible to work with educational programs available through Dataseam.
Scholarship – Responsible for scholarship applications and/or awards made available through the Dataseam program.

Additional Notes: