



FLOYD COUNTY BOARD OF EDUCATION  
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Sherry Robinson- Chair - District 5  
William Newsome, Jr., Vice-Chair - District 3  
Linda C. Gearheart, Member - District 1  
Dr. Chandra Varia, Member- District 2  
Rhonda Meade, Member - District 4

**Date:** October 3, 2019

**Consent Agenda Item (Action Item):** Floyd Central High School is requesting approval of agreement with Narrative 4, 45 West 73<sup>rd</sup> Street, Suite 5, New York, NY 10023 for the Portal to be located on our premises throughout the school year.

**Applicable State or Regulations:** Policy 0.1.11 General Powers and Duties of the Board

**Budget/Financial Issues:** There are no associated costs for the district or school related to this request.

**Background and Rationale:** Narrative 4 harnesses the power of the story exchange to equip and embolden young adults to improve their lives, their communities, and the world. The Portal offers the chance to be face-to-face with someone in a distant Portal live and full-body, as if in the same room. The Portal is a soft structure containing no-lag audio and visual technology that allows those who enter to see a person in another portal. Peer-to-peer global education is core to Narrative 4's mission and tools like the Portal are vital in connecting students from around the world. The Portal will be located at Floyd Central; however, will be available to all schools/students in our district.

**Recommended Action:** Approve request of agreement with Narrative 4

**Contact Person(s):**

Mary Slone, English Department Lead  
Greta Thornsberry, Principal

  
Principal

  
Superintendent



August 22, 2019

Floyd Central High School  
651 Ky Rt 680 W  
Eastern, KY 41622

Ladies and Gentlemen:

Narrative 4, a New York non-profit organization ("N4"), is pleased to sponsor an exhibition involving Shared Space Studios, LLC ("Shared Studios") and its immersive, interactive video-conferencing environment (hereinafter referred to as a "Portal") at Floyd Central High School (the "School" or "you"). located at 651 Ky Rt 680 W, Eastern, KY 41622 (the "Sponsorship"). As a condition to N4's provision of the Sponsorship, the parties hereto agree as follows:

1. Maintenance. The School shall ensure that, at all times while the Portal is located on the School's premises, the Portal is properly maintained and cared for with the same degree and standard of care that the School uses to maintain and care for its own property. Upon discovering any defects or other problems with the Portal, the School shall promptly notify N4. During the School's normal business hours and upon reasonable notice, N4 or its designee (including Shared Studios) shall have the right to inspect the Portal.
2. Indemnification. The School shall indemnify, defend, and hold harmless N4 for any loss, damage, or expense (including legal fees and costs) which may be incurred (i) as a result of lawsuits or legal proceedings, summonses, or claims by N4 or any third party in connection with any failure by the School, its employees, agents, or representatives to comply with the provisions of this agreement and (ii) in connection with any damage caused to the Portal while it is located on the School's premises.
3. IP Assignment. The School hereby irrevocably assigns, transfers and conveys to N4 all of the School's right, title and interest in and to all Work Product (as defined below). The School agrees that all Work Product belongs in all instances to N4. The School will promptly disclose such Work Product to N4 and perform all actions reasonably requested by N4 to establish and confirm N4's ownership of such Work Product (including, without limitation, the execution and delivery of assignments, consents, powers of attorney and other instruments) and to provide reasonable assistance to N4 in connection with the prosecution of any applications for patents, trademarks, trade names, service marks or reissues thereof or in the prosecution or defense of interferences relating to any Work Product. The School recognizes and agrees that the Work Product, to the extent copyrightable, constitutes works for hire under the copyright laws of the United States. Nothing herein grants any license to the School to use the Work Product. As used herein, "Work Product" means all audio or visual (whether moving or still image) recordings of any exchange of personal narratives, story exchange or other audio or visual (whether moving or still image) interaction between students or other participants and any and all inventions, innovations, improvements, technical information, systems, software

developments, methods, designs, analyses, drawings, reports, service marks, trademarks, trade names, trade dress, logos and all similar or related information (whether patentable or unpatentable) which relate to actual or anticipated content produced in connection with the use of the Portal, together with all patent applications, letters patent, trademark, trade name and service mark applications or registrations, copyrights and reissues thereof that may be granted for or upon any of the foregoing.

4. **Successors in Interest.** This agreement will be binding upon and will inure to the benefit of the parties and their successors and assigns, and any reference to a party will also be a reference to a successor or permitted assign.
5. **Controlling Law.** This agreement will be governed by and construed and enforced in accordance with the internal laws of the State of New York without reference to its choice of law rules.
6. **Severability.** Any provision of this agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties waive any provision of law which renders any such provision prohibited or unenforceable in any respect.
7. **Counterparts and Electronic Delivery.** This agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this agreement or the terms of this agreement to produce or account for more than one (1) of such counterparts. A facsimile, telecopy or other reproduction of this agreement may be executed by one or more parties hereto, and an executed copy of this agreement may be delivered by one or more parties hereto by facsimile or other means of electronic transmission (including .pdf files) pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.
8. **Amendment/Waiver.** No provision of this agreement shall be modified, amended, extended, supplemented, discharged, terminated or waived except by a writing specifically referring thereto, signed by the parties hereto and delivered by each of the foregoing to the other. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty will not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act will not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.
9. **Integration.** This agreement supersedes all negotiations, agreements and understandings (both written and oral) among the parties with respect to the subject matter of this agreement.



To confirm your agreement with the terms hereof, kindly execute this agreement in the space provided below.

Sincerely,

**Narrative 4**

By: \_\_\_\_\_  
Name:  
Title:

Agreed and accepted by:  
**Floyd Central High School**

By: \_\_\_\_\_  
Name:  
Title: