

# The Metropolitan Opera



Lincoln Center  
New York, NY 10023  
www.metopera.org

March 10, 2022

Dear *HD Live in Schools* Coordinator,

Welcome to the *HD Live in Schools* program (the "Program") of the Metropolitan Opera (the "Met") for the 2022/2023 Season. We are pleased to have Jefferson County Schools of Kentucky ("School District" or "you") join the Program. The purpose of this letter of agreement is to set forth the terms and conditions that are applicable to your participation in the Program.

1. **Services and Materials Provided by the Met.** To School District, the Met provides:

- Up to 200 free cinema tickets to attend broadcasts of the Met's *Live in HD* performances at an agreed upon cinema local to Jefferson Co. School District.
- Access to the Met's proprietary online teaching materials ("Materials"), including educator guides with cross-curricular activities and other materials to help teachers integrate opera performances into their classroom teaching, through Google Classroom or other sites(s) as determined by the Met.
- Invitation to the Met's National Educator Conference ("Met Conference") in New York City in the Fall of 2022 (date TBD). In addition to free attendance at this national professional development, the Met will provide one member of the school district staff with a free round-trip flight as well as housing during the conference period of Tuesday – Friday. Free breakfast and lunch will be provided during the conference day. The Met will also provide the district staff member with a free ticket to attend a performance at the Met with the entire conference cohort (specific performance TBD). Other members of the school district staff are invited to attend the Met conference and participate free of charge, but the Met will only provide a flight and hotel room for one school district staff member.

All right, title and interest in and to the Materials or any aspect thereof belong exclusively to the Met. You may use the Materials only in connection the Program. You agree to include the following credit in all uses of the Materials: "© 2022 The Metropolitan Opera."

2. **Commitment by the School District.** School District is responsible for the following:

- Recruit students and teachers to participate in the Program and use reasonable efforts to ensure that all participants comply with the terms herein and in the Licensing Agreement. Please note that Met Opera on Demand access is available ONLY to current students and teachers.
- Arrange cinema ticket distribution and adult chaperone attendance at each of the Met's *HD Live Broadcasts* which the School District has determined to attend.
- Provide student transportation service (bus, carpool) to the local cinema for the selected Saturday *Met HD Live Broadcasts* the school district determines to attend.
- Promptly upon request by the Met:
  - Provide reporting of participation and other statistics requested by the Met;
  - Provide student work and feedback relating to the Program; provided that School District shall have obtained all relevant consents, permissions and/or waivers from the student, parent/legal guardian and/or other relevant individual(s) as may be necessary for the School District to provide such work and feedback to the Met, in order to allow the Met to share such work product and feedback with (i) its donors and board members, to keep them

apprised of the Met's activities, (ii) the public, for promotional purposes, such as by posting such student work and feedback on the Met's social media channels, in the Met's brochures and newsletters, and in news articles and (iii) for other non-profit purposes. School District shall promptly provide the Met with evidence of such consents, permissions and/or waivers upon the Met's request. Any disclosures of student personal information shall be in accordance with applicable federal and state laws, including the Family Educational Rights and Privacy Act (20 USC 1232g) concerning privacy and confidentiality of student information.

- Recruit at least one teacher or administrator to attend the Met's National Educator Conference in New York City (Date TBD). Provide professional coverage (substitutes) for teacher or administrator during the period they attend the Met Conference.
- Provide teacher professional development workshops in your local area, in which activities and techniques learned at the virtual conferences are communicated to all other teachers involved in the Program.
- Integrate the Program into curricula and fully preparing students to view the selected operas. Please note that the Met will provide Materials for 5 operas; based on individual need, teachers may select how many operas they will include in their curriculum.
- Provide incentive for teachers to participate in the program (e.g., in-service credit, continuing certification credit, per-session pay, substitutes, etc.).

3. **Name and Likeness.** The names, trademarks and logos of the Met include without limitation "Met," "Metropolitan Opera," "Metropolitan," "Met Opera," and "At The Met...". You hereby acknowledge that the Met's names, trademarks, logos and likeness are valuable property rights of the Met and that any use by you of such names, trademarks or logos except as specifically authorized in writing by the Met may cause the Met irreparable damage. Any use by you of the Met's name, trademarks, logos, likeness or other identifying information, in any format or medium, shall be subject to prior written approval of the Met, who shall have the sole and absolute right to determine whether or not to grant such approval. Except as explicitly permitted hereunder, you may not sell, reuse, reproduce, or make any use of the Materials and/or any of the other materials relating to the Program without the Met's prior written consent. The Met retains all rights, title and interest in and to all Materials and all other Program material, and no portion of such rights, title or interest are transferred as a result of this agreement.

4. **Notices.** All notices, approvals or consents which are required hereunder or which either party may otherwise wish to serve on the other shall be in writing and served by personal delivery or by certified mail to the respective parties at their addresses set forth in this agreement. If served on the Met, copies of such documents shall be served on General Counsel, The Metropolitan Opera, 30 Lincoln Center, New York, NY 10023. Receipt shall be deemed to have occurred on the date shown by written receipt if by personal delivery or by certified mail.

5. **Miscellaneous.**

The Met may terminate and/or modify the Program and its terms and conditions at any time and in its sole discretion. In addition, the Met may expel any participant in the Program at any time and for any reason, and without any further obligation on the part of the Met.

THE *HD LIVE IN SCHOOLS* PROGRAM IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE MET DISCLAIMS ALL WARRANTIES.

Participating in the Program is entirely at your own risk and the Met has no responsibility of any kind for any damages, cost or claims of any kind resulting from, arising out of or in connection with your participation in the Program. School District hereby releases The Met and its agents and employees from all claims, demands, losses, and liabilities whatsoever that it may have now or in the future in connection with its participation in the Program.

To the fullest extent permitted by law, School District agrees to indemnify, defend and hold harmless the Met and its directors, officers, agents, employees and representatives from any and all damages, costs, expenses (including reasonable attorney's fees), causes of action, suits, claims, penalties, judgments, liability and loss, of any kind whatsoever, arising out of or in connection with School District's participation of the Program. . The representations, warranties and indemnities contained in this Agreement shall survive any termination of this Agreement. In no event shall the Met be liable for any indirect, special or consequential damages which may arise under this Agreement.

This agreement shall be construed and governed in accordance with the laws of the State of New York. The parties consent to the exclusive jurisdiction of the state and federal courts in New York, New York with respect to any action or proceeding arising out of or relating to this agreement. In resolving any dispute or construing any provision hereunder, there shall be no presumptions made or inferences drawn because the attorneys for one of the parties prepared any of the drafts of this agreement. This agreement constitutes the entire agreement and supersedes all prior oral and written agreements, understandings or representations between the parties hereto with respect to the subject matter hereof. This agreement may not be changed or modified, nor may any provision hereof be waived, except in a writing signed by both parties. Whenever possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this agreement is held to be prohibited by or invalid or unenforceable in any respect under applicable law, such provision shall be ineffective only to the extent of such prohibition, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this agreement and the parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

THE METROPOLITAN OPERA



By: \_\_\_\_\_

Marsha Drummond  
Director of Education

Date signed: March 10, 2022

JEFFERSON COUNTY SCHOOLS

\_\_\_\_\_  
(Sign Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_

Address:

Email:

Phone:

Date signed: \_\_\_\_\_