



FLOYD COUNTY BOARD OF EDUCATION
Anna Whitaker Shepherd, Superintendent
442 KY RT 550
Eastern, KY 41622
Telephone (606) 886-2354 Fax (606) 886-4550
www.floyd.kyschools.us

Linda C. Gearheart, Board Chair - District 1
William Newsome, Jr., Vice-Chair - District 3
Dr. Chandra Varia, Member - District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Consent Agenda Item (Action Item): Approve/Sign the Grant Agreement between Floyd County Board of Education/FCSI and Infosys Foundation USA. This agreement is for the company to come to FCSI on Nov. 12th and film for a section of their Mission Unstoppable CBS show.

Applicable State or Regulations: BOE Policy 01.11 General Powers and Duties of the Board

Budget/Financial Issues: There are no financial/budget issues with this agreement. The agreement will allow the film crew to come in and film on a Saturday. The crew will film Ms. Berger and some of her Computer Science students completing a lesson. Parts of the film and interviews will air on the CBS Mission Unstoppable show.

History/Background:


The agreement will allow the film crew to come in and film on a Saturday. The crew will film Ms. Berger and some of her Computer Science students completing a lesson. Parts of the film and interviews will air on the CBS Mission Unstoppable show.

Recommended Action: Approve as presented

Contact Person(s): Christina Crase, Principal FCSI


Principal

Director


Superintendent

Date: 10-31-22

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.

LOCATION CONTRACT

_____ ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this contract (the "Property"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby gives permission to Mission Unstoppable, LLC and its employees, agents, contractors and suppliers ("Producer") to enter upon and use the Property located at: _____ on _____, (subject to change on account of weather conditions or change in production schedule) for the purpose of photographing, filming and recording (including, without limitation, sound recording) certain scenes for use in and in connection with the television program currently entitled "Mission Unstoppable" (working title) (the "Program") which is currently intended for initial exhibition in the United States on one or more platforms of and/or programming services of CBS Corporation (the "Network") and for any additional uses as described below. Producer may use the Property until all scenes requiring the Property have been completed. Producer will have the right to use the Property for additional filming as may be necessary.

Owner acknowledges and agrees that Owner will not be paid compensation for Producer's use of the Property under this contract nor for Producer's exercise of the rights granted by Owner under this contract. Owner further acknowledges and agrees that the consideration Owner will receive for Producer's use of the Property and/or Producer's exercise of its rights under this contract is the opportunity for publicity that the Property and/or Owner will receive if Producer decides to include photographs, film, or recordings made on the Property in the Program or any of its productions.

Producer may place all necessary facilities and equipment on the Property and agrees to remove them after completion of work and leave the Property in as good condition as when received, except for reasonable wear and tear from the uses permitted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, Producer will replace them. Producer may, if it elects, include any and all signs on the Property and any tradenames, trademarks, copyrights and logos of Owner or visible on the Property (collectively, the "Owner's Marks") in the photographs, film and recordings. Owner represents and warrants that the Property is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances and is free of latent defects or illegal conditions of which Owner is or should be aware except those of which Owner has notified Producer.

Producer agrees to use reasonable care to prevent damage to the Property and will indemnify and hold Owner harmless from any third party claims and third party demands arising out of or based upon personal injuries or property damage resulting from the gross negligence or willful misconduct of Producer, its officers, employees, agents or representatives while Producer is engaged in the aforementioned use of the Property.

If Owner claims that Producer is responsible for any such damage or injury, or both, Owner must notify Producer in writing within five (5) business days of the date that Producer vacates the Property, which writing shall include a detailed listing of all property damage and injuries for which Owner claims Producer is responsible. Owner shall cooperate fully with Producer in the investigation of such claims, and permit Producer's investigators to inspect the property claimed to be damaged.

Owner acknowledges and agrees that Producer has the right to photograph, film and record the Property (including, but not limited to, the interior and exterior of the Property), and to broadcast, exhibit and otherwise exploit the photographs, film and recordings of the Property (including, but not limited to, the interior and exterior of the Property) and any and all furnishings, works of art and other objects located in or around the Property, as well as the Owner's Marks, in any and all manner and media whatsoever, whether now known or hereafter devised, in any and all languages throughout the universe in perpetuity. Without in any way limiting the foregoing, all rights of every kind in and to all photographs, film and recordings made of and/or on the Property (including, without limitation, all copyrights) shall be and remain vested in Producer, including, without limitation, the right to use and reuse all such photographs, film and recordings: (a) in and in connection with the Program, and any other production(s), and in and in connection with advertisements, promotions, publicity, marketing material and other material related to the Program, the Network, or such other production(s) including, without limitation, in audio/visual content and/or photographs for and/or in connection with advertisers, sponsors, financiers, and/or product integration partners of the Program; and (b) in connection with sponsors, financiers, and/or product integration partners of the Program including, without limitation, in connection with any advertisements, promotions, publicity and other material related to sponsors, financiers and/or product integration partners of the Program and/or non-profit organizations which may be included in the Program (including, without limitation, on social media, on websites of sponsors, financiers, and/or product integration partners of the Program and/or non-profit organizations which may be included in the Program and for use at events, functions,

and presentations, in the Lyda Hill IF/THEN collection, for STEM related initiatives, and for educational uses). Neither Owner nor any tenant or any other party having an interest in the Property shall have any claim or action against Producer, Program advertisers, sponsors and/or product integration partners or any other party arising out of any use of the photographs, film and/or recordings. Owner's sole remedy for breach of this contract by Producer or otherwise shall be an action for money damages. In no event will Owner be entitled to seek or obtain injunctive or other equitable relief, and in no event will Owner be entitled to terminate this contract. Producer has no obligation to include the Property in the Program or in any other production.

Owner represents and warrants that Owner has the right to enter into this contract and to grant Producer all rights provided by this contract. In the event that Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this contract and to grant Producer all rights provided hereunder. Owner agrees not to make any commercial or any other use of the fact that the Property appeared or may appear in the Program or in any of Producer's productions.

If any controversy or claim arising out of or relating to this contract, or the breach of any term hereof, cannot be settled through direct discussions, the parties agree to endeavor to first settle the controversy or claim by mediation conducted in the County of Los Angeles and administered by JAMS under its applicable rules, before commencing any proceedings permitted under this paragraph. If a dispute is not otherwise resolved through direct discussions or mediation, the controversy or claim, including the scope or applicability of this agreement to arbitrate, shall be resolved by final and binding confidential arbitration conducted in the County of Los Angeles, and administered by JAMS in accordance with the Streamlined Arbitration Rules and Procedures of JAMS or subsequent versions thereof, including the optional appeal procedure (the "JAMS Rules," available at www.jamsadr.com, including, without limitation, the rules providing for limited discovery and other exchange of information and, to the maximum extent permitted by law, the rule providing that each party shall pay *pro rata* its share of JAMS fees and expenses). The JAMS Rules for selection of mediators and arbitrators shall be followed, except that the mediator or arbitrator shall be (i) an experienced mediator or arbitrator (as applicable) who is experienced in the entertainment industry and licensed to practice law in California or (ii) a retired judge. Notwithstanding the above requirements, if a party files suit in court or files an arbitration before first seeking to mediate, in direct violation of this paragraph, the other party does not have to request mediation to enforce the right to compel arbitration as required under this paragraph. Upon the conclusion of any arbitration proceedings, the arbitrator shall render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision reached and shall deliver such documents to each party to the dispute. The arbitrator shall not have the authority to grant any remedies the parties to any dispute have waived herein.

Owner agrees that Producer may license, assign and otherwise transfer this contract and all rights granted by Owner to Producer under this contract to any person or entity.

Producer shall have the right to cancel this contract at any time prior to Producer's use of the Property by Producer's written notice to Owner (email sufficient). Upon Producer's cancellation of this contract, neither Producer nor Owner shall have any obligations whatsoever under this contract. If any provisions of this contract are held to be void or unenforceable, all other provisions of this contract shall continue in full force and effect. This is the entire contract. No other authorization is necessary to enable Producer to use the Property for the purpose contemplated. Nothing in this contract shall limit or restrict any rights otherwise enjoyed by Producer under law or contract. Any signed copy of this contract transmitted via email or facsimile (or executed electronically via DocuSign or a similar service) shall be deemed an original copy hereunder. CBS's privacy notice at <http://www.ca.privacy.cbsdescribes> CBS's information practices in relation to Owner and Owner's personnel (if any) whose personal information is provided by Producer to CBS in connection with this contract. Owner will bring this privacy notice to the attention of such personnel, if any. This notice may be updated from time to time.

ACCEPTED AND AGREED:
PRODUCER

By: _____
Date: _____
Show: "Mission Unstoppable" (working title)

OWNER

By: _____
Print Name/Title: _____
Address: _____
Telephone: _____
Email: _____
Date: _____