



*Inspire. Prepare. Support.*

## **SME PRIME GRANT AGREEMENT**

Between

The SME Education Foundation

And

**Boone County High School**

This SME Prime Grant Agreement (the "Agreement") is dated as of 6/11/ 2026 ("Effective Date"), by and between SME Education Foundation ("SME-EF"), a Michigan nonprofit corporation, and **Boone County High School**, a Kentucky public school (collectively, the "parties") and sets forth the terms and conditions of a grant to establish a PRIME® (Partnership Response In Manufacturing Education) program at **Boone County High School**. In consideration of the mutual covenants and promises of the parties, the parties agree as follows:

### **I. The Program Grant and Grant Purposes**

- a. The PRIME® program builds cost-effective and tailored manufacturing and engineering programs in high schools across the country, providing equipment, curriculum, professional development, scholarships, and STEM-focused extra-curricular activities to a school's students and teachers. SME-EF has approved a program grant to **Boone County High School** for the charitable purpose of implementing a PRIME® program at **Boone County High School** to provide students with opportunities to acquire training and industry-relevant competencies to prepare them for skilled careers in manufacturing.
- b. SME-EF shall provide the grant resources to **Boone County High School** for the purposes identified in this Agreement over a three-year time period beginning April, 2026.
- c. This grant is for the express purposes described herein and is made in accordance with current and applicable laws and regulations of the Internal Revenue Code of 1986 (the "Code"). Resources granted to **Boone County High School** shall not be used to: (i) influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code, (ii) make any contribution which does not comply with Section 4945(d)(3) or (4) of the Code, or (iii) undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Code.
- d. SME-EF will grant to **Boone County High School** manufacturing and engineering equipment and/or software, industry informed manufacturing and/or engineering curriculum, professional development services for **Boone County High School's** teachers, reimbursement of STEM-based extracurricular activities, and marketing support.

## II. Program Terms

In accepting this grant, **Boone County High School** agrees to the following:

- a. To implement and execute the tailored PRIME® program within **Boone County High School's** classrooms.
- b. To use the curriculum, equipment, professional development, and other resources solely for the educational purposes described in this Agreement. **Boone County High School** shall not reproduce, disseminate, or otherwise share such resources with third parties, except in accordance with this Agreement.
- c. To maintain books and records adequate to verify activities taken related to this grant and to complete the SME-EF year-end report/survey and/or related documentation.
- d. To ensure that **Boone County High School's** representatives and participants in the PRIME® program conduct themselves in a professional, respectable manner at all times.
- e. To provide a W9 Form within seven days of signing this Agreement.
- f. To host visits by SME-EF staff, volunteers, and industry/business/community/education partners (with advanced notice).
- g. To engage with SME-EF's PRIME® network through various methods. This can include, but is not limited to, sharing stories, pictures/videos and best practices.
- h. To make extracurricular activities available for students. These can include, but are not limited to, the following:
  - FIRST Robotics
  - Competitions
  - Clubs
  - Community involvement
  - Camps
- i. To the extent permitted by applicable law and Board Policy, to collaborate with SME-EF staff in all marketing, web development and publishing, public relations, and social media outreach efforts related to the PRIME® program and to seek advance approval and involvement from SME-EF for any and all promotional inquiries and responses.

## III. Review of Grant Activity

Upon the request of SME-EF, **Boone County High School** will provide SME-EF with periodic written reports showing the use of grant resources for the purposes of this grant and/or progress towards satisfying and complying with this Agreement during the Term. Periodic reports will be required annually or on a more frequent basis as determined by SME-EF, in its sole discretion. SME-EF may request that such periodic reports be prepared in a specific manner or may be in the form of a survey. SME-EF is entitled to request periodic written reports during the Term of this Agreement. After the Term of this Agreement, **Boone County High School** may agree to provide data or information reports to SME-EF for the purpose of being eligible for future sustainability funding and sharing successful information for the benefit of future PRIME® programs at other schools.

**IV. Intellectual Property**

- a. Subject to Section VI., below, for the Term of this Agreement and provided **Boone County High School** is operating its PRIME® program, SME-EF hereby grants to **Boone County High School**, a nonexclusive, royalty free license to use SME-EF's Intellectual Property (as approved by SME-EF or SME-EF's affiliates) in connection with **Boone County High School's** PRIME® school designation and the performance of **Boone County High School's** obligations under this Agreement. The term "SME-EF's Intellectual Property" means the registered or common law protected copyright, trademarks, service marks, trade names, commercial symbols or indicia of the SME-EF or SME-EF's affiliates, specifically including PRIME® and the PRIME® curriculum.
- b. Similarly, subject to Section VI, below, for the Term of this Agreement and provided that **Boone County High School** operates its PRIME® program, **Boone County High School** hereby grants to SME-EF and its affiliates, a nonexclusive, royalty free license to use the **Boone County High School's** Intellectual Property (as approved by **Boone County High School**) in connection with **Boone County High School's** PRIME® school designation and the performance of SME-EF's obligations under this Agreement. The term "**Boone County High School's** Intellectual Property" means the registered or common law protected copyright, trademarks, service marks, trade names, commercial symbols or indicia of **Boone County High School** and all information made available to SME-EF by **Boone County High School** pursuant to this Agreement.
- c. Each party expressly reserves all rights not expressly granted to the other under this Agreement.
- d. Each party further expressly agrees that use of any party's Intellectual Property will be limited strictly to educational purposes described in this Agreement, and shall not be reproduced or shared with third parties except in accordance with this Agreement.
- e. Upon the expiration of the Term of this Agreement, SME-EF may, in its sole discretion, extend a nonexclusive royalty free license to **Boone County High School** to use SME-EF's Intellectual Property in connection with **Boone County High School's** continued operation of its PRIME® program.

**V. Mutual Release, Waiver, and Indemnification**

- a. Equipment donations provided to **Boone County High School** are made with the express understanding and agreement that SME-EF and its related parties (for purposes of this Agreement, "related parties" include, without limitation, SME-EF's affiliates, related entities, program partners, sponsors, board members, volunteers, donors, and its and their respective employees, contractors, subcontractors and agents at any tier, grantees, investigators, customers, users, and their respective contractors and subcontractors, at any tier) assume no responsibility for the condition, use, operation or performance of the donated equipment. Any equipment and services being provided to **Boone County High School** under this Agreement are being provided on an "**as is, where is**" and "**as available**" basis, without any express or implied warranties from SME-EF, its affiliates and its donors. SME-EF and its affiliates and donors disclaim all warranties of any kind, whether express or implied, statutory or otherwise, including, but not limited to, any warranty of fitness for a particular purpose.
- b. As consideration for acceptance and receipt of the donated equipment and the opportunity to participate in the PRIME® program, **Boone County High School** hereby waives and forever releases any and all claims it may have against SME-EF and its related parties arising out of **Boone County High School's** receipt or use of such equipment or otherwise arising from or related to **Boone County High School's** participation in the PRIME® program or activities conducted under or in connection with this Agreement, including, without limitation, claims for damage or loss to any real or personal property of **Boone County High School** or any of its

related entities, employees, contractors or students, damage to any donated equipment, or injury to, or death of, any of **Boone County High School's** or any of its related entities' employees, contractors or students, whether such claim, damage, loss, injury or death arises from negligence or otherwise, except in the case of SME-EF's willful misconduct. To the extent permitted by Kentucky law, **Boone County High School** also agrees to indemnify and hold SME-EF and its related entities harmless from any and all liabilities, claims or expenses arising from the transportation, use or storage of any equipment under this Agreement or otherwise arising by virtue of or in connection with this Agreement or **Boone County High School's** participation in the PRIME® program, including injuries to third parties. In no event will **Boone County High School** be liable to SME-EF or to any third-party for any loss, including damage to the donated equipment or injury to third-parties, arising during the transportation of the donated equipment to the point of shipment to the school.

**VI. Termination: Cessation of School/PRIME® Program**

- a. This Agreement shall automatically terminate upon the expiration of the Term.
- b. SME-EF may immediately terminate this Agreement upon written notification to **Boone County High School** if **Boone County High School** fails to comply with this Agreement, including, but not limited to, any of the grant terms described in Section II, (a) through (i).
- c. This Agreement shall automatically terminate in the event that: (i) **Boone County High School** ceases to be operated as a school; or (ii) **Boone County High School** ceases its PRIME® program. In such an event, **Boone County High School** agrees to notify SME-EF in writing within seven days of such cessation of operation or cessation of the PRIME® program and facilitate the return of grant resources, identified in Section VI(d), within thirty (30) days.
- d. In the event of termination for any reason, **Boone County High School** must: (i) return grant resources received up to the date of termination, including but not limited to, materials containing "SME-EF's Intellectual Property", curriculum or educational materials, marketing materials, and other resources, and all copies thereof; (ii) not retain any copies of any such materials and resources described in subsection (i); and (iii) cease any and all use of SME-EF's Intellectual Property.
- e. In the event of termination of this Agreement for any reason, allocated but unused funds for **Boone County High School** shall be re-allocated to a PRIME® program for a different school mutually agreed upon with the program funder(s).
- f. **Boone County High School's** obligations and SME-EF's rights under Sections II(b), IV, V(a), V(b), VI(d), VI(e), VII, and VIII shall continue following the termination of this Agreement for any reason.

**VII. Governing Law and Venue**

This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Michigan. Venue for all legal proceedings arising out of this Agreement must be in the appropriate state or federal court with jurisdiction in Oakland County, Michigan.

**VIII. Entire Agreement, Modification and Execution**

The Agreement is the complete, final and binding agreement between the parties with respect to the subject hereof and supersedes and cancels any and all other prior and contemporaneous negotiations, representations, understandings, statements, and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified,

altered, or amended except in writing, signed by SME-EF's Vice President, Rob Luce and an authorized representative of **Boone County High School**.

This Agreement may be executed in one or more counterparts by the parties, and with counterpart facsimile or Portable Document Format (PDF) signature pages, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same Agreement.

***Signature Page Immediately Follows***

The parties have executed this Agreement as of the Effective Date.

**School Principal:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**District Superintendent:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

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

***Acknowledged by the below teacher who will be involved with the implementation of the PRIME® program at Boone County High School:***

**Teacher:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**SME-EF:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

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