

TRAINING PROGRAM CONTRACT

AGREEMENT ("Agreement") made this Monday 14 June 2021 between Anti-Defamation League ("ADL"), a not-for-profit corporation having its principal place of business at 605 Third Avenue, New York, NY, 10158 with an office at 1201 Dove Street, Suite 390 Newport Beach CA 92660 and Newport-Mesa Unified School District ("CLIENT"), located at 875 Bear Street Newport Beach CA 92626

WHEREAS, CLIENT desires that ADL shall conduct the A WORLD OF DIFFERENCE® Institute Training Program;

WHEREAS, ADL desires to provide the required services to CLIENT; and

WHEREAS, the parties desire to establish the terms and conditions by which ADL will provide said services.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties agree as follows:

- (1) ADL agrees to conduct a training program consisting of 17 training sessions. There must be a minimum of 15 and a maximum of 50 participants in each training session. CLIENT agrees to notify ADL at least five (5) days in advance of the scheduled training program if CLIENT expects participation will fall below the minimum. In such event, ADL shall have the right to cancel or postpone the session until another date can be mutually agreed upon. In the event of such cancellation or postponement, the provisions of Paragraph 6 (c) of this Agreement shall prevail. Training may be done virtually, at ADL's sole discretion, using commercially available video conferencing software. ADL shall be granted access to CLIENT'S Learning Management System (LMS) of choice, or a software platform capable of hosting a virtual classroom for the number of participants and length of time enumerated above. Access to the LMS or software platform shall be made available 30 minutes before and 30 minutes after the scheduled start and end times (respectively) of the training for testing, set up, troubleshooting etc. The training facilitators shall be granted permission as the "host" or "co-host" during the time of the trainings.
- (2) The specific training dates for the training sessions will be scheduled by mutual agreement between ADL and CLIENT. CLIENT has committed to 17 training sessions to occur between July 2021 and June 2022, the schedule of which shall be determined by ADL in conjunction with the School District at a later date, once the school board of CLIENT has approved this Agreement and the funding required for its execution.
- (3) The cost for the complete training program described herein will be \$29,000.00 . CLIENT is to pay \$29,000.00, as reflected in the accompanying invoice, with any remaining fees to be paid by ADL in connection with underwriting received by ADL. ADL shall be paid for the services specified in Paragraph 1 of this Agreement within thirty (30) days of billing date, in the form of a check made payable to ADL (ANTI-DEFAMATION LEAGUE). ADL shall submit to CLIENT complete bills for said services and expenses. ADL's Federal Tax I.D. number is 13-1818723.
- (4) CLIENT will provide the necessary materials for the training program, including:
 - (a) A large room with moveable seating and walls to hang chart paper and enough space for participants to move around during different activities.

- (b) Audio-visual equipment to support power point slide/video viewing is preferred but not required. If CLIENT is unable to provide such equipment, CLIENT is to notify ADL staff contact as soon as possible so that ADL may make alternative arrangements.
- (5) CLIENT agrees to provide adequate crowd control and adequate security including guaranteeing that a CLIENT staff member will be present at all times during the program. CLIENT agrees to obey all fire precautions as required by law or local ordinances.
- (6)
 - (a) Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party.
 - (b) ADL shall have the right to terminate this Agreement immediately, by written notice to CLIENT, for any of the following reasons:
 - (i) A breach by CLIENT of any material term or condition of this Agreement, including, but not limited to, the inability of CLIENT to provide in a timely fashion any of its obligations outlined in this Agreement;
 - (ii) CLIENT submits an application or petition for the appointment of a receiver, trustee or liquidator of all or a substantial amount of its assets;
 - (iii) CLIENT admits to or implies that it is unable to pay its debts as they become due;
 - (iv) There is entered an order, judgment or decree by any court of competent jurisdiction on the application of a creditor adjudicating a petition seeking reorganization of CLIENT's firm for all or a substantial part of its assets; or
 - (v) CLIENT has assigned this Agreement without first receiving ADL's prior written consent.
 - (c) If one or more sessions are cancelled within thirty (30) days of the contracted training program date, through no fault of ADL, CLIENT agrees to reimburse ADL for 50% of the contracted fee plus all expenses incurred to that date, including travel in connection with the cancelled sessions.
 - (d) Force Majeure. In no event shall any party have any claim or right against another party for any failure of performance by such other party if such failure of performance is caused by or is the result of causes beyond reasonable control of such other party (a "Force Majeure Event"), including but not limited to: an act of God, fire, flood, or other natural catastrophe; laws, orders, rules, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter of this Agreement or any civil or military authority; disease, epidemic, or pandemic; the condemnation or taking by eminent domain of any of a Partner's facilities; national emergency, insurrection, terrorism, riot or war.
- (7) The parties hereby agree to hold harmless, defend and indemnify each other, as well as each other's affiliates, directors, officers, employees, agents and representatives from and against all damages, expenses, causes of action, suits, claims, penalties, judgments, reasonable legal fees and/or liabilities by reason of any act or commission or omission directly or indirectly attributable to any of party's undertakings and obligations arising under this Agreement, any Intellectual Property created under this Agreement, and including any act by any party inconsistent with the status as separate parties with no employment, agency, or representative relationship. These indemnities shall survive the termination of this Agreement.
- (8) CLIENT agrees that all materials used in conjunction with the training program are proprietary to ADL, the exclusive property of ADL, and are to be used only to provide the authorized ADL

training program and activities. As such, these materials may not be reproduced, revised, adapted, modified, sublicensed, translated, abbreviated, abridged, excerpted or in any way altered without the written consent of ADL.

- (9) Nothing in this Agreement shall be construed to place ADL and CLIENT in the relationship of a partnership or a joint venture, and neither ADL nor CLIENT shall have any power to oblige or bind the other party in any manner whatsoever.
- (10) On termination of this Agreement, regardless of how termination is affected, or whenever requested by ADL, CLIENT shall immediately return to ADL all copies of ADL's property, and cease using the ADL and/or A WORLD OF DIFFERENCE® Institute and/or No Place For Hate® and/or Words To Action™ names.
- (11) (a) Any publicity or promotional materials, including, but not limited to, press releases and advertisements produced by CLIENT for or in conjunction with the training program, must be reviewed and approved in writing by ADL prior to publication.

(b) CLIENT hereby agrees that said waiver is deemed to cover all events on school grounds, including all programs involving ADL. Thus, ADL is hereby granted permission to take and use photographs solely for ADL purposes without additional permission from CLIENT.
- (12) This Agreement contains the entire understanding between the parties and supersedes any prior written agreement between the parties. No amendment or modification of this Agreement shall be valid, unless made in writing and signed by both parties.
In the event of any inconsistency between the provisions of this Agreement and the provisions of any exhibits or other agreements between the parties relating to the services provided for in this Agreement, the provisions of this Agreement shall prevail.
- (13) This Agreement shall be construed in accordance with, be governed by and subject to the jurisdiction of the laws and courts of the State of NY.
- (14) Any notice or document required hereunder shall be delivered in writing. Any notice of termination of this Agreement shall be sent by certified mail, return receipt requested, or delivered personally to the parties at the addresses set forth above. Any notice delivered via email to the parties set forth above shall satisfy the written notice requirement and shall be deemed received when the email appears in the recipient's email inbox, according to the timestamp of the email server. A copy of any notice or document sent to ADL shall be sent to the attention of Kiesha Edge, Director of Operations, Education Division at kedge@adl.org and a copy of any such notice or document shall be sent to Shannon McGowan, Education Director at smcgowan@adl.org. Any notice or document sent to CLIENT shall be sent to Kerrie Torres. Any notice or document sent by mail shall be deemed received five (5) business days after mailing. Any notice or document personally delivered shall be deemed received when delivered. Any notice delivered via email to the parties set forth above shall satisfy the written notice requirement and shall be deemed received when the email appears in the recipient's email inbox, according to the timestamp of the email server.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Newport-Mesa Unified School District

BY:



Kerrie Torres
Assistant Superintendent
Secondary Education
Newport-Mesa USD
August 17, 2021

ANTI-DEFAMATION LEAGUE (ADL)

BY:



PRINT NAME:

Shannon McGowan

TITLE:

Education Director