

CAREER & TECHNICAL EDUCATION INTERNSHIP AGREEMENT

This Agreement ("Agreement") is entered into by and between the Grand Prairie Independent School District, with its principal office located at 2602 South Belt Line Rd., Grand Prairie, TX 75052 (hereinafter, "School District"), and Transparent Energy located in the City of Grand Prairie, TX, with its principal office located at 530 S Carrier Pkwy Ste 303 (hereinafter, "Facility"). The two entities are collectively referred to hereinafter as the "Parties."

WITNESSETH:

WHEREAS, Facility provides an internship program in a Career and Technology Education ("CTE") field of study (the "Program") and recognizes the professional responsibility of assisting in the teaching of School District students and is interested in providing assistance to the School District's growing CTE Program, and

WHEREAS, the School District desires to send certain students and, perhaps, its faculty ("School District Staff") to Facility for education in the Program:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. This Agreement shall be effective as of the 13 day of January, 2020 ("Commencement Date").
2. The School District acknowledges that School District Students and Staff (collectively, "School District Personnel") shall be expected to comply with all current policies and procedures of Facility, which policies Facility will make readily available to School District Personnel upon the signing of this Agreement.
3. The Facility acknowledges that School District Personnel will be supervised by Facility Personnel who have passed the Facility background check and who are professionals in the subject matter of the aforementioned CTE field of study.
4. The School District shall ensure that School District Personnel maintain the confidentiality of all information related to Facility in accordance with all applicable federal and state laws and regulations. Each School District Personnel participating in the Program may execute a Confidentiality Agreement provided by Facility in the form attached hereto as Exhibit A.
5. The School District CTE Coordinator shall serve as a liaison with Facility field instructors when necessary.
6. As needed, the School District shall provide and maintain records and reports required by Facility for conducting certain experiences of School District Personnel under this Agreement.
7. Facility shall provide learning experiences to School District Personnel in the Program. The number of School District Personnel, their program of education within Facility and the scheduling of the education at Facility shall be determined by mutual agreement between the Facility's coordinator for CTE internships and the School District's CTE Director and memorialized in the Internship Training Agreement form attached hereto as Exhibit B.
8. All activities of School District Personnel shall be performed under direct supervision of Facility professionals who have successfully completed the aforementioned background checks.
9. Facility and the School District agree that Facility will allow School District Personnel to participate in the learning experiences under the Program, provided that Facility is able to obtain any consents deemed necessary by Facility, which consents shall not be unreasonably withheld by School District Personnel.
10. Facility shall require School District to withdraw a School District Student from the Program if: (1) the achievement, progress, adjustment or health of the student does not warrant continuation at Facility, or (2) the behavior of the student fails to conform to the policies and procedures of Facility.
11. Facility shall provide and maintain records and reports reasonably required by School District for conducting the educational Program.
12. The School District agrees (a) to maintain, at its sole expense, Professional Liability and General Liability coverage for the School District and all School District Personnel with qualified insurers in amounts of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate, (b) to maintain, at its sole expense, Workers Compensation coverage for all School District Staff with qualified insurers in amounts required by state law, and (c) to furnish Facility with certificates of such insurance at least sixty (60) days prior to commencement of each term of this Agreement.
13. To the extent permitted by current Texas law applicable to independent school districts, the School District agrees to mutually indemnify, defend and hold harmless Facility, its directors, officers, employees,

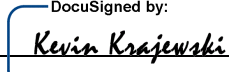
representatives, affiliates and agents from any and all liabilities, lawsuits, claims, damages, losses, expenses, court costs, reasonable attorney's fees, and other reasonable costs of defense resulting from or attributable to acts or omissions of the School District, School District Personnel, employees, agents or representatives.

- 14. To the Extent permitted by current Texas law applicable to independent school districts, the facility agrees to indemnify, defend and hold harmless School District, its directors, officers, employees, representatives, affiliates and agents from any and all liabilities, lawsuits, claims, damages, losses, expenses, court costs, reasonable attorney's fees, and other reasonable costs of defense resulting from or attributable to any gross negligence or intentional misconduct of the of the Facility, Facility Personnel, employees, agents or representatives.
- 15. The School District and Facility shall not discriminate against anyone applying to or enrolled in the Program contemplated under this Agreement or employed by either party because of race, color, religion, ethnicity, national origin, age, sex or marital, veteran or handicapped status.
- 16. The School District and Facility agree that they shall abide by all applicable federal, state and local laws, rules, regulations and executive orders in effect as of the date of this Agreement, and as they may change or be amended.
- 17. This Agreement is for a term of one (1) year and shall begin on the Commencement Date hereof; provided; however, that the Agreement may be terminated by either party with or without cause or liability, upon providing at least sixty (60) days written notice to the other party. This Agreement shall automatically renew for additional one (1) year terms unless either party provides at least sixty (60) days written notice to the other party of its intent not to renew the Agreement.
- 18. This Agreement is not intended to create, nor should it be construed to create any relationship between the Parties other than that of independent contractors. Neither Party has the authority to bind the other party, contractually or otherwise, except as specifically authorized in this Agreement.
- 19. This Agreement shall not be assigned or transferred by either Party without written approval of the other.
- 20. This Agreement constitutes the entire agreement between the parties. No changes or addition shall be binding upon the parties until reduced to writing and signed by both Parties. This Agreement, when fully executed, shall supersede any and all prior or existing agreements, either oral or written, with respect to the subject matter hereof.
- 21. This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to its conflict of law principles.
- 22. In the event that a provision of this Agreement is held to be invalid or unenforceable, the balance of this Agreement will remain in force and effect. Any notices required to be sent under this Agreement shall be deemed given when: (a) personally delivered, (b) if sent by facsimile upon confirmation of successful transmission or (c) if sent by U.S. Mail, three (3) business days after deposit in the U.S. Mail, First Class, certified, or registered, postage pre-paid to the addresses set forth in the first paragraph of this Agreement or such other address as specified in writing.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of this 13 day of January, 2019.

Transparent Energy

Grand Prairie Independent School District

By: 
9A2E8E27F87349D...

By: _____

Name: Kevin Krajewski

Dr. Nugget Cunningham

Title: President

Deputy Superintendent of Academics



Transparent Energy

Exhibit A

INTERN CONFIDENTIAL INFORMATION AGREEMENT

THIS AGREEMENT is between Transparent Energy LLC (TEQ) and _____ (Intern) and is effective on _____.

1. **DEFINITIONS**

- 1.1 TEQ is a wholly independent third party broker or authorized sales agent for several Retail Electric Providers who are licensed by the Public Utility Commission of Texas. These Retail Electric Providers will be referred to subsequently as “Providers that TEQ Represents.”
- 1.2 This agreement in no way indicates an agreement between Intern and any Providers that TEQ Represents.

2. **GENERAL PROVISIONS.**

- 2.1 **Confidential and Proprietary Information.** Intern shall not during the term of this Agreement, or for 3 years thereafter, disclose to any third party, without prior written consent from TEQ, any information supplied to it, which TEQ designates as confidential or proprietary, which is not generally available to the public.
- 2.2 Intern specifically agrees that all Customer information, including but not limited to names, addresses and telephone numbers of actual or potential Customers, is the property of TEQ and is highly competitive, confidential information. Intern agrees that during and after the term of this Agreement, it will not reveal, divulge, make known, sell, exchange, give away or transfer in any way directly or indirectly any part or all of the list of Customers, including leads and potential Customers, or use such information for any purpose. Intern shall not disclose to competitors of TEQ or representative of a competitor any files, which contain Customer information, all of which is deemed confidential hereunder.
- 2.3 Intern shall return to TEQ immediately upon TEQ request or upon termination or expiration of this Agreement all proprietary and confidential information including but not limited to, all Customer

Information, all advertising and promotional literature and signs which contain Trade Marks, and all additional information provided to Intern which is deemed proprietary or confidential by TEQ.

- 2.4 **Indemnification.** Each party agrees to indemnify, defend and hold harmless the other party and its affiliates, directors, officers, employees and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) brought by a third party, arising out of a breach, or alleged breach, of any of its representations or obligations herein.
- 2.5 **Survival of Obligation.** All obligation of either party which expressly or by their own nature survive the expiration or termination of this Agreement shall continue in full force and effect notwithstanding its expiration or termination, until they are satisfied in full or by their nature expire.

Transparent Energy LLC

Intern

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

Address: _____

Phone No: _____

Certificate Of Completion

Envelope Id: 3F189BDCC2DD410A830F6302E5B6CA4B	Status: Completed
Subject: Please DocuSign: 2020MOU.docx, Transparent Energy Intern Confidential Info Agreement 2020.pdf	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kevin Krajewski
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	2310 Pebblebrook Ct
	Grand Prairie, TX 75050
	Kevin@TransparentEQ.com
	IP Address: 99.124.225.101

Record Tracking

Status: Original	Holder: Kevin Krajewski	Location: DocuSign
1/13/2020 11:38:28 AM	Kevin@TransparentEQ.com	

Signer Events

Kevin Krajewski
 kevin@transparenteq.com
 President
 Transparent Energy
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 9A2E8E27F87349D...
 Signature Adoption: Pre-selected Style
 Using IP Address: 99.124.225.101

Timestamp

Sent: 1/13/2020 11:39:39 AM
 Viewed: 1/13/2020 11:39:57 AM
 Signed: 1/13/2020 11:42:46 AM
 Freeform Signing

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	1/13/2020 11:39:39 AM
Certified Delivered	Security Checked	1/13/2020 11:39:57 AM
Signing Complete	Security Checked	1/13/2020 11:42:46 AM
Completed	Security Checked	1/13/2020 11:42:46 AM

Payment Events

Status

Timestamps