MEMORANDUM OF UNDERSTANDING
(NO LICENSE)

In consideration of the mutual promises set forth below, intending to be legally bound, The St. Louis Public Schools ("SLPS"), a body corporate and political subdivision formed and existing under the laws of Missouri, located at the 801 N. 11th St., St. Louis, Missouri, and [insert name of provider] a [insert type of organization and state of registration] (the "Provider"), located at [insert address of provider on business registration], (collectively "the Parties"), have executed and delivered this Memorandum of Understanding (the "Contract") as of [insert date execution].

1. **The Engagement, the Work, the Standard Terms and Conditions.** Subject to the terms and conditions set forth in this Contract, the SLPS engages the Provider to carry out the work (the "Work") set forth in the attached Exhibit "A." The Work includes all Materials the Provider has agreed to provide, the time frames in which the Provider has agreed to complete the Work, and all other requirements the Provider must satisfy in order to complete the Work during the Term (defined in Section 3 below). The terms and conditions of this Contract include SLPS Standard Terms and Conditions (the "Standard Terms and Conditions"), attached hereto as Exhibit "B," and the other Exhibits attached hereto and incorporated by reference in Section 6 below.

2. **Authorization.** The Board of Education authorized this Contract by its Board Action Request (BAR) number _____, dated _____. The Parties have attached the action item to this Contract as Exhibit "C" for reference but have not made the action item a part of this Contract. SLPS has no power to contract for the Work outside the scope of the action item and does not endorse any fundraising efforts by the Provider not associated with the schools and activities contemplated by this MOU.

3. **Contract Term.** The term of the Contract shall begin _____ and end _____ (the "Term"), unless terminated sooner by the SLPS as provided in this Contract. The Provider shall commence the Work promptly on the first day of the Term and complete the Work not later than the last day of the Term, except for those matters which contemplate performance after the expiration or termination of this Contract.

4. Compensation: There shall be no cost or fees charged to or paid by any party participating in this MOU unless agreed to in writing by an authorized representative of each party.

5. Notices. The Parties shall give notices and other communications required under this Contract in conformity with Section 15 of the Standard Terms and Conditions, and shall send all notices to:

SLPS contact: Kimberly Dutch, Esquire
General Counsel
St. Louis Public Schools
801 N. 11th St., St. Louis, MO
Generalcounsel@slps.org

Provider contact: [INSERT]

6. Order of Precedence. The Parties have attached the following Exhibits to this Contract:
"A" Statement of Work
"B" Standard Terms and Conditions

SAMPLE

The Parties hereby incorporate these Exhibits in this Contract. In the event of a conflict between any Exhibit and another Exhibit, or this Agreement for Services, the following order of precedence shall apply: first, this Agreement for Services; second, Exhibit "B"; third, Exhibit "A."

The Parties acknowledge and agree that each shall construe the terms, covenants and conditions set forth in this Contract, including each Exhibit hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause; where more than one clause, covenant or term may address the same subject matter the Parties shall comply with the most restrictive of the pertinent clauses, covenants or terms. The Parties shall not construe particular clauses, covenants or terms to conflict with one another if, in light of the terms of the Contract taken as a whole, the Parties can reasonably construe the clauses, covenants or terms in a manner which does not give rise to a conflict.

7. [ADD IF THERE ARE CHANGES TO STANDARD TERMS, DELETE IF NOT.]

AUTHORIZATION: this Memorandum of Understanding is authorized by:

Saint Louis Public Schools	[INSERT PROVIDER NAME HERE]
By: _____	By: _____
Name: Dr. Myra Berry	Name: _____
Title: Interim Superintendent	Title: _____

Approved as to form: _____
General Counsel

SAMPLE

SAMPLE

EXHIBIT A

Statement of Work
(Partnership and Grants will send a draft)

SAMPLE

SAMPLE

EXHIBIT B

Memorandum of Understanding Standard Terms and Conditions

SAMPLE

SAMPLE

St. Louis Public Schools
Standard Terms and Conditions
Memoranda of Understanding
February 2026

1. **General Conditions of the Work.**

a. **Standard of Performance.** In carrying out the Work, the Provider shall exercise the highest degree of competence and diligence exercised by providers in the Provider's field. The Provider shall cooperate with St. Louis Public Schools ("SLPS") and all other Persons contracting with SLPS whose work affects the Provider's Work, or whose work the Provider's Work affects.

b. **Compliance with Applicable Law.** The Provider shall comply with all Applicable Law, defined in subsection 19.a., below, in connection with this Contract, including but not limited to the Missouri Sunshine Law Mo. Rev. Stat. §§ 610.010 - 610.035 and Mo. Rev. Stat. §168.133.

c. **Meetings.** Upon reasonable prior notice from SLPS, the Provider shall attend any meetings requested by SLPS, at a location reasonably determined by SLPS.

d. **Site License(s).** To the extent that the Memorandum of Understanding requires the Provider to carry out any portion of the Work on premises of SLPS, SLPS, subject to the terms, covenants and conditions set forth in this Contract, hereby grants the Provider a limited, revocable license to use such SLPS premises, and only such SLPS premises, as are expressly provided or by necessary implication required in order for the Provider to complete the Work in conformity with the requirements of this Contract. SLPS shall have the right at any time and for any reason to terminate the foregoing license. The Provider covenants and agrees to comply with all rules, regulations, and directives concerning the use of SLPS premises imposed by SLPS, including but not limited to rules, regulations, and directives set by a principal concerning his or her school. The Provider shall promptly and fully reimburse SLPS for the actual costs of repairing any and all damage to SLPS premises caused by the Provider or any of the Provider's officers, agents, employees or Subcontractors.

e. **Sunshine Requests**. The Provider acknowledges and agrees that this Contract and records related to or arising out of this Contract remain subject to requests made pursuant to the Sunshine Law. If the State of Missouri or SLPS need the Provider's assistance in any matter arising out of the Sunshine Law related to this Contract, the State of Missouri or SLPS shall notify the Provider using the contact information provided in the Contract. The Provider, at any time, may designate a different contact for such purpose upon reasonable prior notice to the State of Missouri and SLPS.

f. **Background Checks.** In accordance with Applicable Law, including Mo. Rev. Stat. §168.133, the Provider shall submit to SLPS for the Provider, if the Provider is an individual, and for each of the Provider's employees, officers, agents, servants, volunteers and Subcontractors, if any, who may have contact with children while performing any of the Work, copies, true, correct, complete and current of all of the following:

- A set of fingerprints collected pursuant to standards determined by the Missouri highway patrol. The fingerprints shall be used by the highway patrol to search the criminal history repository and shall be forwarded to the Federal Bureau of Investigation for searching the federal criminal history files;
- Information to receive clearance from the Missouri Child Safety Care Registry.
- The fee for the state criminal history record information pursuant to section 43.530 and sections 210.900 to 210.936 and pay the appropriate fee determined by the Federal Bureau of Investigation for the federal criminal history record when he or she applies for a position authorized to have contact with pupils pursuant to this section.

Current; Direct Contact; Failure to Provide. For purposes of subsection 2.a., "current" means processed by the issuing agency or organization within (i) one (1) year for paid individuals (including employees, officers, agents, servants, and Subcontractors) prior to the later of the individual's hiring or engagement by the Provider or Subcontractor, or the commencement of the Term, and (ii) one (1) year for unpaid volunteers prior to the later of the individual's engagement by the Provider or Subcontractor, or the commencement of the Term, in both cases unless SLPS has in the preceding one (1) year received and properly reviewed the individual's checks, in which case the Parties may rely on the individual's prior submission provided that all individuals relying on prior submitted checks

SAMPLE

must submit an arrest or conviction report and certification form in a form acceptable to SLPS. For an individual who has contact with children SLPS shall have the right, at any time and in its sole discretion, to require the Provider to deliver new reports, certifications, clearances or certificates as required by the more restrictive of SLPS policies, or Applicable Law, and the Provider shall comply promptly with any such request. If the Provider fails to deliver any such report, clearance certification or certificate on behalf of the Provider, if an individual, or on behalf of any individual officer, employee, director or Subcontractor, then each such individual may not and shall not carry out any of the Work unless and until the Provider delivers that individual's report, clearance, certification or certificate to SLPS.

g. Arrests; Convictions. The Provider shall comply and shall ensure that its officers, employees, agents and Subcontractors who carry out any of the Work comply with the requirements of Mo. Rev. Stat. §§168.071.6-7, which mandates, among other things, immediate reporting by any officer, employee or agent of the Provider or of any Subcontractor of an arrest or conviction for an offense listed. The Provider shall provide notice to the School District, in a prompt and timely manner, all notices and reports required, and all checks conducted, under this section.

2. Grant-Funded Contracts; Trust-Funded Contracts. If either Party funds any portion of the Work with funds received as grants or under other terms and conditions from any source, including the United States of America, the State of Missouri, the City or County of St. Louis (the "City"), or any department or agency of one of these governments, or from any public or private charitable trust or corporation, then the Provider shall comply with the terms of the applicable grant agreement, contract or trust indenture, as the case may be, in carrying out the Work, and the SLPS shall comply with the terms of said grant agreement, contract or trust indenture, as the case may be. The Provider shall not take any action, or omit to act, if such act or omission would cause a breach or default under any such grant agreement, contract or trust indenture.

3. Independent Contractor; No Partnership or Agency.

a. SLPS has engaged the Provider as an independent contractor to carry out the Work, and neither the Provider nor any of the Provider's agents, employees or Subcontractors shall in any way or for any purpose whatsoever be deemed an agent or employee of SLPS. Neither the Provider nor any of its agents, employees or Subcontractors constitute employees of SLPS, and these Persons shall have no right to receive any SLPS employee benefits, or any other privileges available to SLPS employees. Neither the Provider nor its agents, employees or Subcontractors shall represent themselves in any way as agents or employees of SLPS, and none of the Provider, its agents, employees or Subcontractors has any power to bind legally SLPS to any third party.

b. Anything set forth elsewhere in this Contract to the contrary notwithstanding, including but not limited to any references in any exhibits to a "partnership" or "partner" relationship, the Parties have not created, do not intend to create, and no Party, nor any other Person, including any court or other tribunal, shall construe anything set forth in this Contract as creating a joint venture or partnership between SLPS and the Provider with respect to the Work. Neither the Provider nor SLPS shall have any power to bind the other Party in any manner whatsoever to any third party. The Provider does not function as an agent of SLPS in any dealings with any third party.

4. Non-Discrimination. The Provider, for itself, its directors, officers, agents, employees and Subcontractors, covenants and agrees that it shall not discriminate against or intimidate any employee or other Person on account of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry, national origin, gender identity, marital status, genetic information, or Vietnam-era or any other veteran status. SLPS operates as an equal opportunity employer under Applicable Law; the Provider shall likewise operate in all respects as an equal opportunity employer under Applicable Law. SLPS shall not do business with any Person that unlawfully discriminates on the basis of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry, national origin, gender identity, marital status, genetic information, or Vietnam-era or any other veteran status, or any other impermissible ground in hiring, promotion, subcontracting or procurement practices. The Provider shall include the first three sentences of this Section 5, with appropriate adjustments for the identity of the parties, in any Subcontracts that it executes and delivers.

5. Subcontracts.

a. SLPS Consent Required. The Provider shall not delegate or enter into any Subcontract for the performance of any of its obligations under this Contract, including any portion of the Work, in whole or in part, without in each instance first giving notice to and obtaining the written consent of SLPS, which consent SLPS may grant, withhold, condition or delay in its sole discretion. SLPS hereby consents to any Subcontract entered into by the Provider specifically

SAMPLE

referenced in the Memorandum of Understanding. Any subcontract or assignment made in violation of this Section 6 shall be null and void. SLPS shall have no obligation to any Subcontractor. Each Subcontract shall contain clauses to the effect that (i) the Subcontractor shall have no recourse to SLPS for any payment, or for performance under, such Subcontract; and (ii) the Subcontractor consents to any assignment of the Subcontract by the Provider to SLPS, at SLPS's sole option.

b. No Change in the Provider's Obligations. The existence of any Subcontract shall not alter or limit the obligations of the Provider to SLPS under this Contract. The Provider shall at all times remain fully responsible for its Subcontractors, and shall ensure that it legally binds all Subcontractors to the same terms and conditions as the Provider under this Contract, including without limitation, non-discrimination, warranties, confidentiality, maintenance and preservation of records and audit by government representatives.

6. Non-Assignment. The Provider acknowledges that the Work constitutes personal or professional services, or both, of the Provider. Except through a Subcontract subject to Section 6 above, the Provider shall not assign this Contract, or any part of this Contract, nor delegate performance of any part of this Contract, without the prior written consent of SLPS, which consent SLPS may grant, withhold, condition or delay in its sole discretion. This Contract legally binds the Parties and their respective successors and assigns. Any purported assignment in violation of this provision shall be void and of no effect. SLPS's consent to an assignment shall not release the assignor from any liability accrued or thereafter accruing under this Contract. Any assignment shall be in writing and shall contain an express assumption by the assignee of all liability accrued or thereafter accruing under this Contract. Consent by SLPS to any assignment shall not constitute a course of conduct, dealing or performance with respect to any other assignment or proposed assignment. For purposes of this Section 7, an assignment includes the acquisition of the Provider, or a controlling interest therein, through an asset sale or a corporate or other merger, the appointment of a receiver or bankruptcy trustee for the Provider, and the transfer of this Contract or the Provider in any bankruptcy or other insolvency-related proceeding. A receiver or trustee of or for the Provider in any federal or state bankruptcy, insolvency or other proceeding concerning the Provider shall comply with the requirements set forth in this Contract, including but not limited to this Section.

7. Audits; Records and Payments.

a. Audits. From time to time during the Term, and for a period of five (5) years after the expiration or termination of this Contract, SLPS, the City, the State of Missouri, including without limitation its Auditor General and the Missouri Department of Elementary and Secondary Education, or a department, agency or instrumentality of the United States of America, if SLPS funds this Contract with federal funds, or any of their authorized representatives (each, for the purposes of this Section, an "Auditor") may audit any and all aspects of the Provider's performance under this Contract, including but not limited to its billings and invoices.

b. Inspection. If requested by an Auditor or SLPS, the Provider shall submit to the Auditor and SLPS for review or inspection, all invoices presented for payment pursuant to this Contract, all cancelled checks, Materials, invoices, vouchers, reports, work product, work papers, books, records and accounts upon which the invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to this Contract. The Provider acknowledges and agrees that any Auditor may inspect or review all its Work and Materials, and all of its sites, locations and facilities related to its performance under this Contract. Inspection and review of Work and Materials shall take place at the offices of the Provider in the City, or in another location with the Auditor's consent. The Provider shall cooperate with all SLPS, City, County, State, and federal inspections and reviews conducted in accordance with the provisions of this Contract. The scope of such inspection and review of the Work and Materials, and sites, locations and facilities, including, without limitation, programs, lies in the sole discretion of the Auditor. Such inspection or review may include, without limitation, meetings with persons receiving services under this Contract, review of staffing ratios and job descriptions, and meetings with any of the Provider's staff members who either directly or indirectly participate or participated in carrying out any of the Work, including preparing, delivering or installing any Materials.

c. Retention and Availability of Records. The Provider shall retain all records, books of account and documentation pertaining to this Contract for the greater of (i) the period required by Applicable Law or (ii) six (6) years following expiration or termination of this Contract; provided that if, however, any litigation, claim or audit commences prior to expiration of said six (6) year period, then the Provider shall retain the records until all litigation, claims or audit findings have been completely terminated or resolved without right of further appeal. The Provider shall make

SAMPLE

available, at the Provider's office in the City or another Provider office in reasonable proximity to the City, at reasonable times during the Term and for the period set forth in this Section 8, all records pertaining to this Contract for the purpose of inspection, audit or reproduction by any Auditor. The Provider shall provide such records without unreasonable delay when requested by an Auditor.

8. Indemnification; Litigation Cooperation; Notice and Defense of Claims.

a. Indemnification. The Provider shall indemnify, defend and hold harmless SLPS, its officers, employees, agents and the members of the Board of Education and the School Reform Commission (the "Commission"), from and against any and all losses and expenses, including, but not limited to, litigation and settlement costs and attorneys' fees and costs, claims, suits, actions, damages, and liability for or on account of actual or alleged loss of life, bodily injury, personal injury, damage to property, or the use of facilities or equipment furnished to the Provider, that arise out of or are related to the performance or non-performance of the Work by the Provider or the Provider's agents, Subcontractors, assignees, independent contractors, employees or servants. The Provider shall indemnify, defend and hold harmless SLPS, its officers, employees, agents and the members of the Board of Education and the Commission, from and against any and all losses and expenses, including, but not limited to, litigation and settlement costs and attorneys' fees and costs, claims, suits, actions, damages, and liability for or on account of actual or alleged violation of any third party's copyright, trademark, patent, trade secret or other valid proprietary right, employment discrimination, contamination of or adverse effects on the environment, intentional acts or omissions, failure to pay any Subcontractors or suppliers, any Event of Default under this Contract, and breach, if any, of any Subcontract that arise out of or are related to the performance or non-performance of the Work by the Provider or the Provider's agents, Subcontractors, assignees, independent contractors, employees or servants.

b. Indemnification; Provider's Employees. Except as set forth below in this subsection 9.b., this Section 9 does not require the Provider to indemnify SLPS to the extent of SLPS's own negligent act or omission. This Section 9 protects SLPS, its officers, employees, agents and the members of the Board of Education and the Commission from all claims arising during the Term asserted by employees, agents or workers of the Provider or any Subcontractor who are injured on or by SLPS real or personal property, or who assert an employment claim of any kind against SLPS, including but not limited to any claim or claims relating to the termination of employment, regardless of when the claimant makes the claim. Except as expressly set forth below in this subsection 9.b., the Parties shall not construe this Section 9 to alter, limit, negate, abridge or otherwise reduce any other right or obligation that would otherwise exist as to any Party or Person described in this Contract. This Section 9 functions independently of the Provider's or its Subcontractors' insurance or lack thereof, and the Parties do not intend that rights set forth in this Section 9 be deemed limited by the Missouri Worker's Compensation Law. This Section 9 shall apply, particularly, but not exclusively, to the claims of the Provider and all of its Subcontractors, and all of their respective officers, agents, representatives and employees, against SLPS, its officers, employees and agents, and the members of the Board of Education and the Commission. The Provider and all of its Subcontractors, and all of their respective officers, agents, representatives and employees, shall have no claim against SLPS, its officers, employees and agents and the members of the Board of Education or the Commission, for the acts, failures to act or negligence of SLPS, or its officers, employees and members of the Board of Education or the Commission.

c. Litigation Cooperation. If at any time, including after the expiration or earlier termination of the Term, SLPS becomes involved in a dispute or receives notice of a claim, or is involved in litigation concerning the Work and Materials provided under this Contract, the resolution of which requires the services or cooperation of the Provider, and the Provider does not otherwise have a duty to indemnify and defend SLPS pursuant to the provisions of subsections 9.a. or 9.b. above, the Provider shall provide such services and shall cooperate with SLPS in resolving such claim or litigation as part of the Work and Materials under this Contract.

d. Notice of Claims. If the Provider receives notice of a legal claim against it in connection with or in any way related to this Contract, the Provider shall (i) submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the applicable insurance policy and, (ii) within five (5) business days of receipt of notice of the claim, give notice of the claim to SLPS.

9. SLPS Statutory Immunity. Any other term, covenant or condition of this Contract to the contrary notwithstanding, SLPS, its officers, employees and agents and the members of the Board of Education and the Commission, retain their statutory governmental, official and any other immunity provided pursuant to Applicable Law, including Mo. Rev. Stat. § 537.600. The Provider acknowledges and agrees that the SLPS (a) is a public entity as defined by this

SAMPLE

statute, and (b) does not waive, nor have the power to waive, for itself or for its officers, employees, or for the members of the Board of Education or the Commission, by way of indemnity or otherwise, the defenses of governmental, official or any other immunity derived from said statutes provided by Applicable Law.

10. **Insurance**. Prior to the commencement of any of the Work and until the latest of completion of the Work, or final acceptance of the Work, the Provider shall provide and maintain the following minimum levels of insurance at the Provider's own expense. The term "Provider" shall include Subcontractors and Sub-Subcontractors at every tier. The Provider shall deliver to the School District a certificate or certificates of insurance evidencing and reflecting the effective date of coverage, as set forth below in subsection 11.e. In no event shall the Provider commence or permit commencement of any of the Work unless and until the Provider delivers and SLPS has approved the required evidence of insurance in conformity with this Contract. If SLPS the Provider's evidence of insurance non-compliant, the SLPS shall have the right, but not the duty, at its discretion, to purchase the required insurance coverage or coverages, at the sole cost and expense of the Provider, through the Provider's direct payment or reimbursement to the SLPS. SLPS by notice or other communication may require additional coverage or coverages, or higher coverage limits, aggregate limits or sub-limits, at any time during the Term if in the SLPS's sole judgment a risk or risks warrant such additional coverage or limits.

a. **Rating.** The Provider shall procure all insurance from insurers permitted to do business in the state in which the Work takes place, having an A.M. Best Rating of at least "A-, Class VIII".

b. **Self-Insured Retention.** The Provider shall not have a Self-Insured Retention ("SIR") on any policy greater than $50,000; any and all SIRs shall remain the Provider's responsibility. In the event any policy includes an SIR, the Provider shall provide the additional insured requirements specified herein within the SIR.

c. **Occurrence Basis.** The Provider shall ensure that its insurer or insurers write all insurance required hereunder, with the exception of the Professional Liability Insurance, on an "occurrence" basis. Claims-Made coverage must include:

i. a retroactive date on or prior to the start of Work under this Contract; and

ii. "tail coverage/an extended reporting period" or coverage for a period of five (5) years subsequent to completion of the Work.

d. **Notice of Cancellation or Non-Renewal.** The Provider's insurance carrier or carriers each shall agree to provide at least thirty (30) days prior written notice to SLPS the event of any cancelation or non-renewal of any coverage. In the event of cancellation or non-renewal of any coverage or coverages, the Provider shall replace any such coverage or coverages so as to comply with the insurance requirements set forth in this Contract, with no lapse of coverage for any time period. In the event the Provider's insurance carrier or carriers do not issue or endorse their policy or policies to comply with this subsection 11.d, above, the Provider shall give notice to SLPS of its receipt of any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of the proposed cancellation or non-renewal.

e. **Certificates.** The Provider shall deliver to SLPS the required certificate or certificates of insurance evidencing the insurance coverages required under this Contract at least ten (10) days prior to the start of the Work and thereafter promptly before or on renewal or replacement of each coverage. The Provider shall not begin any Work until SLPS has reviewed and in its discretion approved the certificate or certificates of insurance. The required insurance shall not contain any exclusions or endorsements unacceptable to SLPS. The Provider shall send all certificates of insurance to: coi@slps.org. Failure of SLPS to demand these certificates or other evidence of full compliance with these insurance requirements or failure of SLPS to identify a deficiency from evidence that is provided shall not constitute a waiver of the Provider's obligation to maintain such insurance. With respect to insurance maintained after completion of the Work in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to SLPS upon completion of the Work and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

f. **Additional Insured.** The Provider shall SLPS, and such other public entitles as SLPS may require, as additional insureds on all liability policies, except Workers' Compensation and Professional Liability Policy, where applicable, for ongoing operations and completed operations, using ISO Endorsements CG 2010 and CG 2037, or their equivalents, on a primary noncontributory basis. Coverage shall include ongoing and completed operations. Each of the additional insured's respective directors, officers, board members, employees, agents and representatives shall also constitute covered additional insureds. The Provider and its insurer or insurers shall provide coverage for a period of five (5) years subsequent to the completion of the Work. SLPS reserves the right to require the Provider to name other

SAMPLE

parties as additional insureds. There shall be no "Insured versus Insured Exclusion" on any policies (other than "Named Insured versus Named Insured"); all policies will provide for "cross liability coverage", per standard ISO policy forms.

g. Waiver of Rights of Subrogation. The Provider shall waive all rights of recovery against SLPS and all the additional insureds for loss or damage covered by any of the insurance maintained by the Provider.

h. No Limitation of Liability. Neither the Parties nor any tribunal or adjudicatory body shall or may construe the amount of insurance set forth in the insurance coverages required in this Section 11, as a limitation of the liability of the Provider. The carrying of insurance as set forth in this Section 11 shall not relieve the Provider of any duty or liability under the Contract, except to the extent of insurance proceeds paid. Any type of insurance, or any increase in limits of liability, not described above, which the Provider requires for its own protection or on account of statute shall be its own expense.

i. Notice of Accidents, Claims and Suits. The Provider shall promptly notify SLPS and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the Provider arising in the course of operations under the Contract. The Provider shall forward such documents received to its insurance company(ies), as soon as practicable, or as required by their insurance policy(ies).

j. Required Coverages. The following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

i. Workers' Compensation and Employer's Liability: Provided in the State in which the Provider performs the Work and elsewhere as required, and shall include:

1. Workers' Compensation Coverage: Statutory Requirements
2. Employers' Liability Limits not less than:

a. Bodily Injury by Accident: $100,000 Each Accident
b. Bodily Injury by Disease: $100,000 Each Employee
c. Bodily Injury by Disease: $500,000 Policy Limit

3. Includes coverage for sole proprietors, partners, members or officers who will be performing the Work.

ii. Commercial General Liability: Provided on ISO form CG 00 01 04 13 or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

1. Occurrence Form with the following limits:

a. General Aggregate: $2,000,000
b. Products/Completed Operations Aggregate: $2,000,000
c. Each Occurrence: $1,000,000
d. Personal and Advertising Injury: $1,000,000\

2. Products/Completed Operations Coverage must be maintained for a period of at least five (5) years after completion of the Work, including coverage for the additional insureds as set forth in this Section 11.
3. The General Aggregate Limit must apply on a Per Project basis.
4. Coverage for "Resulting Damage."
5. No sexual abuse or molestation exclusion.
6. No amendment to the definition of an "Insured Contract".

iii. Automobile Liability:

1. Coverage to include All Owned, Hired and Non-Owned Vehicles, or "Any Auto". If the Provider does not have any Owned Vehicles the Provider shall nevertheless maintain coverage for Hired and Non-Owned vehicles as either a stand-alone policy or endorsed onto the Commercial General Liability policy above.
2. Per Accident Combined Single Limit: $1,000,000

iv. Professional Liability Insurance, including Technology E&O:

1. Minimum Limits of Liability:

a. Per Claim: $2,000,000
b. Aggregate: $2,000,000

2. The Definition of "Covered Works" shall include the Works required in the scope of this Contract which shall include but not be limited to software development.

SAMPLE

3. Coverage includes but is not limited to loss or disclosure of electronic data, media and contents rights software copyright infringement and network security failure.
4. The professional liability insurance shall cover errors and omissions, including liability assumed under this Contract. If the Provider provides educational services, the professional liability insurance coverage shall also include educational wrongful acts, employment practices wrongful acts and directors and executive officers wrongful acts.

v. Privacy/Cyber Liability, Including Cyber Extortion & Cyber Crime:

1. The Provider shall maintain coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information, or protected health information, or both, that may arise from their Work with this Contract.
2. Minimum Limits of Liability:

a. Per Claim: $1,000,000
b. Aggregate: $1,000,000

3. Privacy Breach Notification and Credit Monitoring: $5,000,000 per Occurrence.

11. Confidentiality; Student Records; Publication Rights; Data Ownership.

a. Confidential Information. Except as provided in subsection 12.c. below regarding academic research publications, the Provider shall keep in strict confidence all information acquired in connection with or as a result of this Contract that is not generally known to others ("Confidential Information"). Except as provided in subsection 12.c. below regarding academic research publications, during the Term and at any time thereafter, without the prior written consent of SLPS, the Provider shall not disclose or use to its own or any other Person's advantage, profit or gain any Confidential Information or any other information subject to a third party's proprietary right, such as a copyrighted or trademarked work, that SLPS makes available to the Provider in connection with this Contract.

b. Student Records. The Provider shall keep in strict confidence as required and to the fullest extent required by any Applicable Law, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, any and all records and information, in whatever form or format received, pertaining to SLPS's individual students and children, including but not limited to any academic or grade information, attendance, truancy, discipline, receipt of special education services or supplementary educational services, social security or public benefits, or information as to race, ethnicity or disability. The Provider acknowledges and agrees that FERPA limits the transfer and re-transfer of education records and personally identifiable information in education records. Unless and until agreed otherwise by the Parties, SLPS shall transmit information or records, or both, protected by FERPA solely to the individual named in Section 5 of the Memorandum of Understanding, and such other duly authorized individuals as the Provider may specify by notice to SLPS (see, Section 5 of the Memorandum of Understanding and Section 16, below, of these Standard Terms and Conditions).

c. Publication Rights. With regard to any academic research reports, studies or other works developed in the course of this Contract, or as a result thereof, the Provider shall not publish Confidential Information or any other information which identifies students, employees or officers of SLPS by name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. The Provider shall have no right to use the name of SLPS, or its seal, logos or marks, except upon the prior consent of SLPS. The Provider shall provide to SLPS for its review any proposed report, study, publication, brochure or advertisement that names the SLPS or uses its seal, logos or marks, not less than thirty (30) calendar days prior to submission for publication, and the Provider shall remove SLPS's name, seal, logos or marks, and any other information identifying SLPS from the publication if SLPS does not expressly consent to the Provider's requested use. The Provider shall not issue, publish or divulge any Materials developed or used in the performance of this Contract or make any statement to the media relating to the Contract without the prior consent of SLPS.

d. Data Ownership. SLPS retains and reserves its ownership of, and all right, title and interest in, any and all data provided by SLPS to the Provider under or in connection with this Contract. The Provider acknowledges and agrees that SLPS grants to the Provider a limited, revocable, nonexclusive right and license to use any such SLPS data, which may include personally identifiable information subject to FERPA, solely for the Provider's use in carrying out the Work set forth in this Contract and solely in conformity with FERPA and other Applicable Law. At any time during and after the expiration or earlier termination of the Term, SLPS may request that the Provider deliver to SLPS all or any portion of any data provided by SLPS; promptly upon receipt of any such request the Provider shall, without any charge to SLPS, deliver to SLPS the requested data in a usable format reasonably specified by SLPS. SLPS data

SAMPLE

includes any information and data developed by the Provider, e.g., by populating a database, as part of or associated with the Work set forth in this Contract. The Provider shall not destroy nor permit the destruction of any SLPS data during the Term, except upon the prior express written consent of SLPS. Upon the expiration or earlier termination of the Term, the Provider shall promptly and in any event not later than ten (10) business days after request by SLPS, return to SLPS all School District data then in the possession or control of the Provider. Once the Provider has returned all SLPS data, it shall promptly destroy and dispose of any remaining copies of the data in its possession or in the possession of any Subcontractor.

e. **Security.** The Provider shall establish and maintain physical, administrative, technical, electronic and operational security measures to protect the privacy, confidentiality, integrity and availability of Confidential Information or any other information which identifies students, employees or officers of SLPS and systems, consistent with best practices and industry standards and with Applicable Law applicable to the Provider and the Work. SLPS may conduct, at SLPS's expense, vulnerability scanning against networks, systems, and Internet Protocol addresses where SLPS data reside.

f. **Data Breach.** The Provider shall promptly and timely, within twenty-four (24) hours of becoming aware disclose to SLPS any suspected or known occurrence of any misuse or wrongful disclosure of Confidential Information or any other information which identifies students, employees or officers of SLPS, including but not limited to system breaches that may adversely affect SLPS or SLPS's students, employees or officers (a "Data Breach").

12. **Materials; Intellectual Property.**

a. **Computer Applications, Software, Programs, etc.** The Provider shall act reasonably to ensure that all of its computer applications, programs, and software developed under this Contract comply with any pertinent specifications or requirements set by SLPS and with all Applicable Law, including but not limited to FERPA and the Americans with Disabilities Act.

b. **License; Preexisting and Independently Developed Materials**. For the duration of the Term, as the Parties may agree to extend it, the Provider hereby grants, and shall require its Subcontractors, if any, to grant, to SLPS the irrevocable, royalty-free right to reproduce, distribute copies of, adapt, display, perform, translate, and publish, throughout the universe, in any medium now known or hereafter invented, all Materials and works of authorship, including without limitation studies, media, curricula, and other things of any nature, developed or delivered to SLPS pursuant to this Contract. For avoidance of doubt, subject to the license granted in this subsection 12.b., each Party otherwise retains ownership of all of its pre-existing and independently developed intellectual property.

13. **Conflict of Interest.**

a. **Disclosure of Conflict of Interest.** The Provider represents, warrants and covenants that it has no public or private interest which does or may conflict in any manner with the performance of the Work and that neither it, nor any of its directors, officers, members, partners, employees or Subcontractors, has or shall during the Term acquire, directly or indirectly, any such interest. The Provider shall disclose promptly and fully to SLPS's Responsible Official all interests which constitute or may constitute such a conflict.

b. **Improper Gift; Improper Relationship.** The Provider represents, warrants and covenants that it has not directly or indirectly offered or given and shall not directly or indirectly offer or give any payment, loan, subscription, advance, deposit of money, services or any other thing of more than nominal value to any SLPS employee who participated in the decision to authorize or enter into this Contract. The Provider warrants that, to its knowledge, neither a SLPS employee or officer who participated in the decision to enter into this Contract, nor any member of the employee's immediate family, receives more than $1,000 per year from the Provider, has a direct or indirect investment worth $1,000 or more in the Provider or is a director, officer, partner, trustee or employee of the Provider.

c. **SLPS Employees Not to Benefit.** The Provider shall not make any payment or give anything of more than nominal value to any SLPS official or employee except in accordance with Applicable Law and SLPS policy. The Provider shall comply with SLPS's Vendor Code of Ethics, and, to the extent applicable, with SLPS's Code of Ethics for SLPS officers and employees. The Provider shall disclose to SLPS the name of each SLPS official or employee who receives payment from the Provider, the amount such official or employee receives and the services rendered by the official or employee in consideration of the payment.

14. **Termination for Convenience**. SLPS may terminate this Contract for its convenience, that is, for any reason or for no reason at all, at any time, in its sole discretion without penalty, cost or liability to SLPS, by delivering a termination notice upon fourteen (14) days prior notice to the Provider of SLPS's termination of this Contract (a "Termination

SAMPLE

Notice"),. If SLPS terminates this Contract, the Provider shall have no right to receive any costs caused by or related to loss of profits for Work that the Provider did not perform because of the early termination, or for loss of profits for services the Provider could have performed for other Persons absent its engagement under this Contract.

15. **Notices.** Except as expressly provided to the contrary in any other Section of this Contract, the Parties shall give all notices, waivers, consents and approvals required under this Contract in writing. The Parties shall deem any notices, waivers, consents and approvals duly given (a) when received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (e.g., Federal Express, United Parcel Service) or refused upon courier's attempt to deliver; or (c) upon receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested. In each case the Parties shall send notices to the other Party's representative as set forth in and at the addresses set forth in Section 6 of the Memorandum of Understanding. The Parties shall not transmit notices required under or in connection with this Contract by electronic mail, unless the transmission clearly and prominently states in bold-faced text set off for immediate visibility, "this is a legal notice under Contract". Each Party may change its designee for receipt of notice in Section 5 of the Memorandum of Understanding, by giving notice thereof to the other Party in conformity with this Section 16.
16. **Representations and Warranties.** Effective as of the execution and delivery of this Contract and throughout the Term, the Provider makes the following representations, warranties and covenants to SLPS:

a. This Contract, when executed and delivered, shall constitute a legal, valid and binding obligation of the Provider, enforceable against the Provider in accordance with its terms.

b. The Provider owns or has duly and validly licensed from a third party the Materials and any other materials used by the Provider in carrying out the Work; the Provider's use or delivery thereof to SLPS in connection with this Contract, and any use thereof by SLPS as contemplated by this Contract, does not and shall not violate any third party's copyright, patent, trademark, trade secret or other proprietary right;

c. The Provider is and shall be, at all times during the Term, duly qualified to transact business in the Commonwealth, and professionally competent and duly licensed to carry out the Work, if the performance of the Work requires any license or licenses.

d. The Provider and any other Person controlling, controlled by, or under common control with the Provider are not currently indebted to the City or the Commonwealth for or on account of any delinquent taxes, or other indebtedness or obligations, including but not limited to any taxes imposed, levied, authorized or assessed by the Commonwealth or the City, including any tax imposed, levied, authorized or assessed for or on behalf of SLPS, for which no written settlement agreement or payment plan with the City, or the Commonwealth, as the case may be, has been executed and delivered.

e. Neither the Provider nor any of its principals or Subcontractors, nor any other Person controlling, controlled by or under common control with the Provider, are under suspension or debarment, have received official notice of commencement of proceedings for debarment or have been declared ineligible for contracts, bids, RFPs or contract awards by the any federal, state or local governmental entity, including but not limited to SLPS.

f. The Provider shall provide immediate written notice to the Responsible Official if at any time during the Term the Provider learns that any of these representations, warranties, or covenants was or has become erroneous.

17. **Definitions.** Except as expressly provided to the contrary elsewhere in these Standard Terms and Conditions or in the Memorandum of Understanding, capitalized terms shall have the meanings specified in this Section 18. In the event of a conflict between a definition in these Standard Terms and Conditions and the Memorandum of Understanding, the definition in the Memorandum of Understanding shall apply. In the event of a conflict between a definition in any exhibit, addendum or attachment to the Memorandum of Understanding and a definition in these Standard Terms and Conditions, the definition in these Standard Terms and Conditions shall apply.

a. **Applicable Law.** "Applicable Law" means and includes all federal, state, and local statutes, ordinances, resolutions and regulations, including the rules and regulations of any government authority, School District rules, regulations and policies applicable to the School District, the Provider and the Work, and includes all applicable case law, court orders, injunctions and consent decrees.

b. **Contract.** "Contract" has the definition set forth in the preamble of the Memorandum of Understanding, which includes the instruments integrated into and forming a part of this Contract, i.e., the Memorandum of Understanding,

SAMPLE

Exhibit "B", these Standard Terms and Conditions and any other Exhibit incorporated into this Contract as set forth in the Memorandum of Understanding.

c. **FERPA.** "FERPA" has the definition set forth above in subsection 12.b.

d. **Materials.** "Materials" means any and all reports, records, documents, documentation, information, supplies, plans, original drawings, specifications, computations, sketches, renderings, arrangements, videos, pamphlets, advertisements, statistics and other data, computer tapes, computer programs, software, and other tangible work product, materials or goods prepared, supplied or developed by the Provider as part of or in connection with the Work, or for the Provider by a Subcontractor in connection with the Work, and deliverable, or delivered to the School District by the Provider or its Subcontractor pursuant to this Contract.

e. **Memorandum of Understanding.** "Memorandum of Understanding" means the instrument headed "Memorandum of Understanding", which forms a part of this Contract and which sets forth certain of the terms, covenants and conditions specific to the Provider's engagement.

f. **Party; Parties**. A "Party" means either the School District or the Provider; the "Parties" means the School District and the Provider.

g. **Person.** "Person" means any individual, association, partnership, limited partnership, joint venture, corporation, limited liability company or other form of entity or association recognized at law.

h. **Responsible Official.** "Responsible Official" means the School District official named in Section 5 of the Memorandum of Understanding.

i. **Subcontract; Subcontractor.** "Subcontract" means a contract made between the Provider and a Subcontractor providing for the completion of some part or parts of the Work or Materials by a Subcontractor. "Subcontractor" means a Person performing under a contract with the Provider a part of the Work or Materials that the Provider has agreed to carry out pursuant to this Contract.

j. **Term.** "Term" has the definition set forth in Section 3 of the Memorandum of Understanding.

k. **Termination Notice.** "Termination Notice" means a notice given to the Provider by the School District of its intent to terminate the Contract under the terms of Section 15 and specifying the effective date of the termination of the Contract.

l. **Work.** "Work" has the definition set forth in Section 1 of the Memorandum of Understanding, Exhibit "B" to this Contract, and any relevant exhibits or addenda forming part of this Contract.

Unless otherwise expressly defined in this Contract, words that have well-established technical meanings or definitions in the field of public primary and secondary education have the same well-established meanings or definitions when used in this Contract.

18. Miscellaneous.

a. **Applicable Law; Venue.** The Parties, and any court or other tribunal, shall construe and enforce this Contract under the laws of the State of Missouri, regardless of its conflict of laws provisions, and without the aid of any canon, custom or rule of law requiring construction against the draftsperson. In the event that the Parties cannot amicably resolve any dispute and a Party resorts to legal action, that Party shall file suit only in the state or federal courts sitting in St. Louis, Missouri. The Parties irrevocably waive, to the fullest extent permitted by Applicable Law, any objection which they may now or hereafter have, including any claim of *forum non conveniens* or similar doctrine or theory, to venue in the state or federal courts sitting in St. Louis, Missouri and each of the Parties consents to the personal jurisdiction of such courts, and of the appropriate appellate courts therefrom, and to service of process upon them in accordance with the rules and statutes governing service of process in any such suit, action or proceeding.

b. **Headings.** Section headings in this Contract serve for reference only and shall not in any way affect the meaning or interpretation of this Contract.

c. **Order of Precedence.** In the event of conflict or variation between the Standard Terms and Conditions or the Memorandum of Understanding and any other exhibit, addendum or attachment, the Standard Terms and Conditions or the Memorandum of Understanding, as the case may be, shall govern. In the case of conflict or variation between the Standard Terms and Conditions and the Memorandum of Understanding, the Memorandum of Understanding shall govern.

d. **Severability.** If a court holds any term, covenant or condition of this Contract invalid, such holding shall not affect or impair the validity of any other term, covenant or condition of this Contract, which the Parties hereby deem severable and which shall remain in full force and effect.

SAMPLE

e. **Survival**. Any and all provisions of this Contract which contemplate performance by a Party after the expiration or earlier termination of this Contract shall survive and be enforceable after such expiration or termination, including without limitation provisions relating to ownership of Materials and indemnification.

f. **Waiver.** No one shall or may find, hold or determine that a Party has waived any term, covenant or condition set forth in this Contract, any Event of Default, or any remedy set forth in this Contract, unless that Party has set forth its waiver in a writing signed by that Party.

g. **No Third Party Beneficiaries.** The Parties do not intend to create, and no Party, court, tribunal or Person shall construe anything set forth in this Contract to create, any contractual relationship with, or to give a claim, right, cause of action or remedy in favor of, any third party against either Party. The Parties do not intend that anything in this Contract benefit any third party.

h. **Entire Agreement; Amendment.** This Contract includes all exhibits, schedules, and addenda, if any, referred to herein, all of which the Parties hereby incorporate by reference, unless otherwise specified herein. This Contract constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous oral and written agreements and statements concerning the subject matter of this Contract, all of which the Parties have fully integrated herein. The Parties acknowledge and agree that no metadata, which includes any arguments, offers, promises, negotiations, or representations occurring solely in metadata, form any part whatsoever of this Contract, and shall not, as between the Parties, form any part of the evidence when interpreting the terms and conditions of this Contract. This Contract supersedes any prior or contemporaneous course of conduct, performance or dealing between the Parties. The Provider has not, does not and shall not rely on any statement or representation of SLPS other than those expressly set forth in this Contract. No amendment or modification changing this Contract's scope or terms shall have any force or effect unless executed and delivered in writing and signed by both Parties.

i. **Counterparts; Electronic Signatures**. The Parties may execute and deliver this Contract in any number of counterparts, each of which the Parties shall deem an original, and all of which shall constitute, together, one and the same agreement. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission shall have the same legal effect as delivery of an original signed copy of this Contract. This Contract and any true, correct, and complete counterpart thereof may be executed either (a) on paper with an ink signature or (b) by due, secure electronic method, and any true, correct, and complete counterpart may be transmitted by e-mail or other electronic means. For avoidance of doubt, any true, correct, and complete counterpart may be converted from paper to electronic form, or from electronic form to paper, and such converted true, correct, and complete counterpart shall be deemed an original for transmission, execution, delivery and retention pursuant to the Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq.

j. **Interpretation; Number, Gender.** The words "herein" "hereof" and "hereunder" and other words of similar import refer to this Contract as a whole, and not to any particular Section, subsection or clause in this Contract. Whenever the context requires, the Parties shall construe words used in the singular to include the plural and vice versa, and pronouns of any gender to include the masculine, feminine and neuter genders.

SAMPLE

SAMPLE

EXHIBIT "C"

Board Action Item
(Completed by Partnership and Grants)

SAMPLE

SAMPLE