

Master Professional Practice Services Agreement

This Master Agreement (the "Agreement") is entered into as of this 20th day of April, 2018 (the "Effective Date"), by and between The Johns Hopkins University ("JHU") on behalf of its Center for Talented Youth, having its place of business at 5801 Smith Avenue, #400 McAuley Hall, Baltimore, MD 21209 and Mountain View Whisman School District located at 750 A San Pierre Way Mountain View, CA 94043.

1. Description of Work

JHU shall use reasonable efforts to render services in accordance with individual Task Order Scopes of Work, as may, from time to time, be attached hereto ("Task Order Work").

2. Independent Contractors

The relationship of Sponsor to JHU and its Project Director shall be that of an Independent Contractor and none of the parties shall hold itself out to third parties as purporting to act as, or on behalf of, the other party hereto.

3. Project Director

3.1 The JHU Project Director for each Task Order will be named in the corresponding Task Order.

3.2 Each Task Order will be conducted under the direction of the Project Director identified therein. The Project Director shall be responsible for oversight of the performance of the Task Order Work.

3.3 In the event a Project Director becomes unwilling or unable to perform the duties required for the Task Order Work conducted under this Agreement, JHU and Sponsor shall attempt to agree on a mutually agreeable replacement. In the event a mutually acceptable replacement is not available, the Task Order may be terminated by either party hereto in accordance with the termination section of this Agreement.

4. Duration

4.1 This Agreement shall remain in full force and effect from the date this Agreement is executed by both JHU and Sponsor through June 30, 2021, unless terminated earlier according to provisions of this Agreement. Each Task Order shall have a project-specific period of

performance, as indicated in the Task Order.

4.2 The delivery dates for specific tasks shall be as indicated in each Task Order Work.

5. **Termination**

5.1 Either party shall have the right to terminate or cancel a Task Order contemplated by this Agreement after giving sixty (60) days prior written notice of the intent to terminate. In the event of such termination, Sponsor agrees to pay the charges stated herein and not previously paid for services performed through the date of termination.

5.2 In the case of non-performance by either party, the other party shall have the right to terminate this Agreement upon thirty (30) days advance written notice to the non-performing party detailing non-performance, provided that if that party corrects the non-performance within the thirty (30) days, the Agreement shall not be terminated.

5.3 In the event Sponsor fails to make timely payment of fees after notice, JHU may cease performance of services until such time that the fees have been paid or terminate this Agreement at its sole option.

5.4 Termination under this Article 5 shall not waive any other remedies or obligations as set forth in this Agreement.

6. **Fees and Expenses**

6.1 The Sponsor shall pay JHU for its services rendered as specified in the Task Order Payment Terms ("Task Order Payment").

6.2 All payments shall be made in accordance with the applicable Task Order Payment within thirty (30) days of Sponsor's receipt of an invoice from JHU. Each Task Order shall be invoiced separately.

6.4 All invoices sent to Sponsor shall be sent to:

6.5 All payments shall be made payable to Johns Hopkins University and sent to:

CTY/JHU
P.O. Box 64710
Baltimore, MD 21264

ACH or Domestic Wire Electronic payment preferred:

M&T Bank
One M&T Plaza
Buffalo, NY 14203
Transit/Routing/ABA number: 022000046
Account Name: JHU-CTY
Account number: 970313171
Swift Code: MANTUS33INT
Chips ABA #: 0555

If paying by credit card, please call the CTY Student Accounts Department at (410) 735-6076 to provide payment information.

Please note the invoice number on all payments.

Checks must also include the following:

Task Order Number and JHU Project Director

7. **Conflicting Work**

It is understood that, in general, JHU is making its services available to others simultaneously and that JHU is free to accept or reject any further assignment that School may offer JHU.

8. **Intellectual Property**

8.1 School understands and acknowledges that JHU, through its employees, has knowledge, experience and expertise in performing work and analysis of the type to be provided under this Agreement, which has been acquired over a substantial number of years prior to entering into this Agreement ("Background Intellectual Property"). JHU shall retain all rights to such Background Intellectual Property. Nothing in this Agreement shall confer any right to School to acquire by assignment or license, ownership or exclusive use of JHU Background Intellectual Property.

8.2 Copyright in Deliverables, as indicated in Task Orders, created or fixed in a tangible medium of expression during the performance of the Scope of Work shall vest in JHU.

8.3 JHU hereby grants to School an irrevocable, royalty-free, nonexclusive license to use, any such copyright which are specified in the Task Order Scope of Work for non-commercial educational purposes.

8.4 If alternate intellectual property terms are appropriate for a particular Task Order Work, such terms shall be included in the Task Order and shall take precedence over this Article 8 for that Task Order Work only.

9. **School Requirements**

School represents and warrants that School meets the JHU eligibility requirements related to the Task Order Work, as linked and provided here:
<http://cty.jhu.edu/ctyonline/apply/eligibility.html>, and as may be further specified in the Task Order Work.

10. **Confidentiality and Data Dissemination**

10.1

A. **CONFIDENTIALITY**

Prior to dissemination or review of records, if any, both Parties, and their respective employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with applicable law, including federal and state laws. Specifically, the party receiving educational record information from the other party (whether School or JHU), for legitimate educational purposes, acknowledges its responsibility to ensure compliance with any applicable confidentiality provisions of the Family Educational Records Privacy Act (34 CFR §99); The Health Insurance Portability and Accountability Act of 1996 (HIPAA) 45 CFR Part 160 and Part 164, Subparts A and E, and Code of Maryland Regulations §13A.08, with respect to any school records provided.

Any confidential or educational record information provided by the Parties, including all copies thereof, must be used only as permitted by this Agreement and only for the purposes herein described. Such information shall not be disseminated or disclosed to any third party, not a party to this Agreement, without the express written consent of the other party contracting Party, and, in many cases, not without the express written consent of the pertinent parent/student and, in every case, only in accordance with applicable privacy laws. Each Party hereto may retain one copy of de-identified information for research purposes. JHU may retain identifiable data in accordance with applicable laws regarding data protection, in order to fulfill

the requirements of this Agreement and for institutional research purposes.

Protection of Data:

Both Parties and their affiliates or subcontractors, at their own expense, have a duty to and shall protect from disclosure any and all student and educational data which they come to possess or control related to this Agreement (hereinafter, "Data"), wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

Both Parties and their affiliates or subcontractors represent they have a comprehensive data-security program in place whether the Data is stored electronically and/or in hard copy. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Data, and information of a similar character, as set forth in all applicable federal and state law and written policies of the Parties. Such data-security program shall include, but not be limited to, the following:

- 1) A process for reviewing policies and security measures at least annually;
- 2) A security policy for employees related to the storage, access and transportation of Data;
- 3) Reasonable restrictions on access to Data, including access to any locked storage where such records are kept;
- 4) Creating secure access controls to Data, including but not limited to passwords; and
- 5) Encrypting of Data that is stored on laptops, portable devices or being transmitted electronically.

Each party shall notify the other party, as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Data which the other party possesses or controls has been subject to a potential breach.

Both Parties shall incorporate the requirements of this Section in all subcontracts, if any, requiring each of its affiliates to safeguard Data in the same manner as provided for in this Section.

Nothing in this Section shall supersede in any manner either Party's obligations pursuant to HIPAA, or FERPA.

B. DATA DISSEMINATION

For purposes of publicity, advertising, or news release in any form of medium, the Parties shall confer with one another regarding the time, manner and content of appropriate Data dissemination, results of studies or reports, or other materials, and shall mutually agree

upon such dissemination.

10.2 The terms of this Agreement supersede any previous nondisclosure agreements or any other preliminary representations or understandings that have been entered into by the parties to this Agreement with regard to any Task Order Work.

10.3 JHU and School shall own data that they each respectively generate by performing this Agreement.

10.4 If applicable, JHU will comply with the "Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. 164 Subpart E)." This regulation under the Health Insurance Portability and Accountability Act (HIPAA) of 1996 governs the protection of individually identifiable health information.

11. **Use of Other Party's Name**

Neither party shall use directly or by implication the names of the other party, nor any of the other party's affiliates or contractors, nor any abbreviations thereof, or of any staff member, faculty member, student, or employee of the other party in connection with any products, publicity, promotion, financing, advertising, or other public disclosure without the prior written permission of a qualified official of the other party.

12. **Indemnification and Insurance**

12.1 School shall indemnify, defend and hold harmless The Johns Hopkins University, The Johns Hopkins Health System, as well as the trustees, officers, agents, employees, students, and others holding academic appointments within those institutions ("Institutions"), from any liability, loss or damage they may suffer as a result of claims or judgments that arise from the Institutions' participation in and/or performance of the Agreement. School shall employ attorneys of its own selection and will be responsible for all expenses that result from employing a vigorous, diligent defense of Institutions, regardless of whether any claims are rightfully or wrongfully brought or filed. Institutions shall fully cooperate with School in defending the claims and will make no compromise or settlement without the prior written approval of School.

12.2 School represents and warrants that it has and shall maintain for the term of the contract general liability insurance in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

13. **No Warranties**

JHU MAKES NO WARRANTIES REGARDING ANY TASK ORDER WORK, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. SPONSOR MAKES NO RELIANCE ON ANY REPRESENTATION OF JHU, EXPRESS OR IMPLIED, WITH REGARD TO ANY TASK ORDER WORK AND ACCEPTS IT "AS-IS/WHERE-IS". JHU PROVIDES ALL TASK ORDER WORK TO SPONSOR ON THE CONDITION THAT JHU WILL HAVE NO LIABILITY OF ANY KIND AS A RESULT OF PERFORMANCE OF THE TASK ORDER WORK. SPONSOR AGREES THAT JHU SHALL HAVE NO LIABILITY FOR DAMAGES OF ANY KIND, WHETHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING INJURIES TO PERSONS OR PROPERTY, TO SPONSOR, ITS EMPLOYEES OR AGENTS, AS A RESULT OF THE PERFORMANCE. SPONSOR ALSO AGREES TO HOLD JHU HARMLESS FROM ANY CLAIMS SPONSOR, OR ANY THIRD PARTY, MAY HAVE AS A RESULT OF SPONSOR'S USE OF ANY TASK ORDER WORK.

14. **Notices**

With the exception of funds paid by Sponsor pursuant to Section 6 hereof, all notices required or permitted to be given under this Agreement shall be in writing and shall be sent as follows:

If to **School:**

If to **JHU:**

original to:
John Evermann, JD
Johns Hopkins University Research Administration
1101 E 33rd Street, B001
Baltimore, Maryland 21218
jeverma1@jhu.edu

copy to:
Michael Powell
School Program Manager, Online Programs
Center for Talented Youth

The Johns Hopkins University
5801 Smith Avenue #400
Baltimore, Maryland 21209
michael.powell@jhu.edu

15. **Force Majeure**

Neither party will be responsible or liable to the other party for non-performance or delay in performance of any terms or conditions of this Agreement due to acts or occurrences beyond the control of the nonperforming or delayed party, including, but not limited to, acts of God, acts of government, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, fires, and floods, provided the nonperforming or delayed party provides to the other party written notice of the existence of and the reason for such nonperformance or delay. Should the program need to cancel pursuant to this provision, JHU shall invoice the School and School shall pay the amounts due to JHU based on the actual number of enrollments on a prorated basis.

16. **Waiver**

No waiver of any term or provision of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be, or construed as, a further or continuing waiver of any such term or provision, or of any other term or provision, of this Agreement.

17. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland (excepting any conflict of laws/provisions which would serve to defeat application of Maryland substantive law). Each of the Parties hereto agrees to venue in and submits to the exclusive jurisdiction of the state and/or federal courts located within the State of Maryland for any suit, hearing or other legal proceeding of every nature, kind and description whatsoever in the event of any dispute or controversy arising hereunder or relating hereto, or in the event any ruling, finding or other legal determination is required or desired hereunder. Both parties agree to waive their right to a jury trial.

18. **Local Laws – Intentionally Deleted.**

19. **Headings**

The headings in this Agreement are for the convenience of reference only and are not substantive parts of this Agreement nor shall they affect its interpretation.

20. Severability

If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

21. Counterparts

This Agreement and any amendments hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

22. Entire Agreement

This Agreement (including all Task Orders and any Appendices attached hereto) sets forth all of the agreements and understandings between the parties hereto with respect to the subject matter hereof, and supersedes and terminates all prior agreements and understandings between the parties with respect to the specific subject matter hereof. There are no agreements or understandings with respect to the subject matter hereof, either oral or written, between the parties other than as set forth herein. Except as expressly set forth in this Agreement, no subsequent amendment, modification or addition to this Agreement will be binding upon the parties hereto unless reduced to writing and signed by the respective authorized officers of School and JHU.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Johns Hopkins University

School

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

TASK ORDER # 1
Task Order Effective Date: 04/20/2018

I. Project Director

The Project Director for this Task Order is Michael Powell.

II. Period of Performance

The period of performance for this Task Order is 04/20/2018 to 06/30/2019.

III. Scope of Work

CTY will provide Online education courses to students who meet CTY's eligibility criteria as outlined in Section 9. of the Master Services agreement.

1. Talent Identification and Placement Technical Assistance Services
 - a. CTY's Program manager will meet with the School representative to provide guidance on how to:
 - i. identify eligible students;
 - ii. establish student eligibility;
 - iii. determine placement in a course for a student;
 - iv. choose a course for a student;
2. CTY Online Program Enrollment Services
 - a. CTY's Program manager will provide School representative with the CTY Online School-Paid Application and Authorization and Consent form (Exhibit A, attached hereto and incorporated herein).
 - b. The school representative will collect the School applications and Authorization and Consent forms from the parents and submit to the Program manager.
 - c. Upon receipt of a completed School application and payment, CTY will register the students in their respective course choices.
 - d. Enrollments shall be limited to 10 students for the term of this agreement, unless School obtains prior written consent of CTY authorized representative. Such consent should be obtained at least 45 days in advance of anticipated enrollment start date.
3. CTY Online Learning Management System (LMS) access
 - a. Enrolled students will be sent a unique login and password to access CTY's Online LMS.
 - b. Students will interact with CTY's Online instructors via CTY's LMS (including occasionally through student forums), email, Skype and Adobe Connect or similar synchronous multimedia sessions.
 - c. CTY instructors will include the Student, Parent and School Representative on all e-mail communication. The School representative will assist CTY in working with the student to ensure successful course completion.
4. Academic Guidance
 - a. Provide expectations and explain timelines for completing the course.

- b. Provide quality feedback on all work completed
- c. Upon successfully completing a course, a student will receive a course completion document/final evaluation and certificate of completion.

1. What the school will do:

- a. Before students are enrolled
 - i. Communicate with CTY in order to know how to identify students, establish a student's eligibility, determine placement, choose a course, and complete a CTY Online Programs: School –paid application and CTY Authorization and Consent Form.
- b. During the student enrollment
 - i. Encourage student to do the best work possible.
 - ii. Ensure the student understands the Expectations of Students and CTY Student Code of Conduct.
 - iii. Work with the student the first couple of weeks in order to get familiar with the course format.
 - iv. Remind student to communicate with the instructor weekly.
 - v. Oversee the timely completion of assignments and exams.
 - vi. Ensure that the student has a suitable work space, enough time to work in the course each week in order to be successful, and access to a computer that meets the technical requirements for the course.
- c. At the end of a student enrollment
 - i. Discuss next course possibilities with the instructor

V. Payment Terms

In consideration for JHU's performance under this Task Order, School shall pay JHU CTY the following rates for services. All fees are per student enrollment: Online Program Course fees as published on the CTY web site (<http://cty.jhu.edu/ctyonline/tuition/>).

Johns Hopkins University

School

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____