

**SITE PARTICIPATION AGREEMENT for**  
**GLOBAL SCHOLARS**

**THIS AGREEMENT**, dated as of September 15, 2015 (“Agreement”), between XINMIN JUNIOR HIGH SCHOOL, NO. 10, Ximin Rd, Beitou Distrit, Taipei City 112 (Site”), and GLOBAL CITIES INC., a Program of Bloomberg Philanthropies, (“Global Cities”), having its principal office at 1 Rockefeller Plaza, Suite 1134, New York, NY 10020.

**WHEREAS**, Global Cities is a non-profit organization that has developed “Global Scholars” (the “Program”), an enrichment program as described in Exhibit A hereto; and

**WHEREAS**, Site wishes to offer the Program at the following location(s): Ximin Junior High School Ximin Junior High School, No. 10, Ximin Rd, Beitou Distrit, Taipei City 112; and

**WHEREAS**, Global Cities intends to provide all curriculum materials, access to an Internet e-classroom platform and lesson plans required to implement the Program, and

**WHEREAS**, Site intends to provide any and all personnel, other services and expenses necessary to access and/or utilize the Program, as described in this Agreement; and

**WHEREAS**, Global Cities does not intend to charge any fee to the Site for providing the Program to the Site,

**NOW, THEREFORE**, in exchange for the consideration described in this Agreement, the parties agree as follows:

1. **Term**. This Agreement shall commence on September 1, 2015 and terminate on June 30, 2016, unless terminated earlier as provided herein.
2. **Scope of Agreement**. Global Cities shall provide the Site with the following materials and services in connection with the Program: (a) coordination with international participants; (b) training and technical support services; (c) access to an Internet e-classroom platform; and (d) curriculum and instructional materials (collectively, the “Materials” and/or “Services”). The Site shall be responsible for: (a) any and all costs related to its own personnel; (b) any taxes, customs, fees, duties, or similar charges with respect to any materials provided to it in connection with the Program; and (c) the provision of computer equipment and general Internet access required to implement the Program (other than the Materials and/or Services described in this Agreement). In addition, the Site shall provide suitable on-site space for the Program’s activities, in order to participate throughout the curriculum year and communicate with other participating sites. The detailed responsibilities of the Global Cities and Site are described in the attached Exhibit A.
3. **Global Cities’ Representations**. Global Cities represents and warrants that (a) Global Cities has the right and ability to provide the Materials and Services under this

Agreement; (b) Site's use of the Materials and Services will not violate the rights of any third party; and (c) Global Cities has the authority to enter into this Agreement.

4. **Site's Representations.** Site represents and warrants that it has the authority to enter into this Agreement. Site further represents that it is fully accredited by the accreditation authority in the jurisdiction in which the Program will be provided.
5. **Parental Consent.** Site shall obtain and maintain the valid and effective consent of a parent or legal guardian of each student who participates in the Program, in the form attached hereto as Exhibit B. Global Cities' use and other processing of personal data in connection with the Program shall be governed by the Global Cities privacy policy (link to be provided upon commencement of the Program) and the terms of the consent form in Exhibit B.
6. **Ownership, Use of Materials and Site Contributions.**
  - a. The Site acknowledges that Global Cities owns the Materials and all rights associated with them. All right, title and interest in and to the Materials, including without limitation, any copyright, shall remain with Global Cities
  - b. The Site is hereby granted a non-exclusive and non-transferable license to reproduce, display and perform the Materials solely in order to facilitate its participation in the Program. Modifications or adaptations of the Materials may not be prepared by the Site in the absence of a separate, written license from Global Cities. Any use by Site of the Materials, in whole or in part, shall in no way affect Global Cities' ownership of and/or copyright in the Materials.
  - c. Except as specifically provided elsewhere in this Agreement, the Site shall not knowingly permit anyone other than the Site's agents, employees and Program participants to use the Materials.
  - d. Except as specifically provided elsewhere in this Agreement, the Site may not reproduce, sell, resell, post, transmit or modify any of the Materials.
  - e. In no event shall the Site use the Materials or Services for commercial purposes, including but not limited to the sale of the Materials or bulk reproduction or distribution of the Materials in any form.
  - f. If Global Cities determines that Site's use of the Materials is, or may be, detrimental to Global Cities' interest, Global Cities may issue instructions to Site regarding the manner in which Site may continue to use the Materials. Site will promptly comply with such instructions, including but not limited to termination of such use of the Materials.

- g. The parties agree that the Site may from time to time provide content or materials created by participating classes, teachers and students (“Site Contributions”) to be used in connection with the Program, including for postings to the Internet e-classroom associated with the Program. All Site Contributions shall be subject to Global Cities’ review and approval. Such Site Contributions also may be utilized in Global Cities’ evaluative processes for the assessment of the Program’s effectiveness and utility over time; and such information shall be evaluated on an aggregate basis. By posting any content or materials to the Internet e-classroom, the Site grants to Global Cities a non-exclusive license to reproduce, display, modify, distribute, transmit, perform and make derivative works from the Site Contributions in connection with the Program or other programs. Site further represents and warrants that it has the right to license the Site Contributions to Global Cities for these purposes.
  
- 7. **Limitations on Use of Materials and Site Contributions.** The Parties agree that the Materials and Site Contributions shall not be reproduced, displayed, used, performed, modified or adapted by the other party for any purposes except those described in this Agreement.
  
- 8. **Assignment; Amendment; Waiver; Subcontracting.**
  - a. The Site may not assign, transfer or subcontract the rights granted under this Agreement without the prior written consent of Global Cities.
  
  - b. The failure of a party to assert any of its rights under this Agreement shall not constitute a waiver of such rights. This subsection shall include the right to demand strict performance.
  
- 9. **Termination.** This Agreement may be terminated (i) for any reason by either parties upon thirty (30) days’ written notice, (ii) in the event of a breach of this Agreement, immediately by the non-breaching party, (iii) upon mutual written agreement of the parties, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.
  
- 10. **Choice of Law and Venue.** This Agreement, including its validity, shall be governed by the laws of the United States of America and the State of New York, as those laws would

apply to a contract between New York residents that is performed entirely in New York. The parties also agree that any dispute between them regarding this Agreement or the Global Scholars program shall be brought in the federal or state courts located in New York City, and in no other court or location.

11. **Entire Agreement.** This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, Global Cities and Site have executed this Agreement as of the date appearing below.

GLOBAL CITIES, INC.

Margaret Lewis  
signature

By: Margaret Lewis  
Title: VP  
Date: 9/15/15

XINMIN JUNIOR HIGH SCHOOL

Sophia Ko  
signature

By: Sophia Ko  
Title: Principal  
Date: Sept. 30, 2015

## Exhibit A

### **Global Cities will provide to Sites:**

- ✓ 2015/16 curriculum “**Building Better Cities**” with ready-to-use lessons plans and materials for students (materials are in English as the Program is conducted in English; no translations will be provided)
- ✓ Access to a security pass-coded for-participants-only Global Scholars e-classroom with user IDs assigned for participating teachers, authorized staff and students
- ✓ Training and ongoing support on the curriculum and technology throughout the curriculum year
- ✓ Daily coordination of the international participation of all Sites in the Global Scholars program and overall management/updates to the program

### **Sites will provide the following to implement the Global Scholars curriculum:**

- ✓ Global Scholars curriculum to be led by a designated educator or staff
- ✓ Participation in teacher professional development sessions, one per unit (approximately 90 minutes in length) with educators from around the world, conducted by the Global Cities staff via web-based technology or tele-conferencing; each session will be offered at several different times on different days
- ✓ Minimum of 2 hours in class each week for students to complete unit activities and digital projects
- ✓ Access to a computer lab or classroom set of computers with a minimum of 1 computer for every 2 students
- ✓ Computers with working broadband Internet connections on a system supported by Haiku. Please view a detailed list of supported web browsers at:  
<https://support.haikulearning.com/entries/33599-Technical-Requirements-Supported-Browsers>
- ✓ Completion of pre- and post-program educator and student surveys per year
- ✓ Participation in two in-person educator “reflection” sessions per year to provide feedback on the Global Scholars program

**Exhibit B**  
**Form of Parental Consent**

**PARENTAL CONSENT FOR STUDENT'S PARTICIPATION IN**  
**GLOBAL SCHOLARS PROGRAM**

I am the parent/legal guardian of \_\_\_\_\_ (my "Child").

I hereby consent to my Child's participation in GLOBAL SCHOLARS, an enrichment program provided by Global Cities, Inc. through my Child's school or after-school program.

I hereby consent to Global Cities, Inc.'s collecting, storing, transferring, and otherwise processing certain limited personal data and other information concerning my Child, including my Child's full name, photo, and his/her work and activities conducted on the GLOBAL SCHOLARS Internet-based "e-classroom," to enable my Child to participate in the GLOBAL SCHOLARS program. I understand that my Child's limited personal data may be transferred to and processed in the United States of America and other countries that may have lower standards of privacy protections than my own country, and I expressly consent to such transfers and processing.

I understand that Global Cities, Inc. will not sell or disclose any personal data concerning my Child to any third party (other than to Global Cities, Inc.'s agents or vendors operating on its behalf) or as otherwise required by applicable law), but that it may include non-identifying information about my Child's participation in GLOBAL SCHOLARS in an aggregated, anonymous form concerning the program's effectiveness, and may provide such information to third parties.

I hereby consent to my Child's participation in the GLOBAL SCHOLARS activities, including online research and other project activities that may involve the use of quotes and/or the taking of photographs or video of my Child, in connection with my Child's participation in GLOBAL SCHOLARS. I hereby grant Global Cities, Inc. and its agents the right to edit, use, disclose to third parties, or publicly display reuse such quotes, photographs, or videos of my Child for non-profit purposes.

I hereby release Global Cities, Inc., its employees, officers, directors, parents, affiliates, agents, and vendors from any claims, demands, and liabilities whatsoever in connection with the above.

**Signature of Parent/Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of Parent/Guardian:** \_\_\_\_\_