



**Memorandum of Understanding
Agreement for Implementation of Globaloria
For Computer Science Education Courses and Professional Development Programs**

1. This agreement ("**Agreement**") is entered into on **April 11, 2017** by and between **STEAM Academy at Burke Middle School, El Rancho Unified School District** ("**Client**") and **Globaloria LLC** ("**Globaloria**").

2. Contacts:

- A) Lorin Yannarella, Principal, **STEAM Academy at Burke Middle School**, 8101 Orange Avenue, Pico Rivera, CA, 90660, 562-801-5051, lyannerell@erusd.org
- B) Peter Lin, Teacher **STEAM Academy at Burke Middle School**, 8101 Orange Avenue, Pico Rivera, CA, 90660, 562-801-5051, plin@erusd.org
- C) Shubha Tuljapurkar, Director, West , 650 279 7031, Shubha@globaloria.com
- D) Idit Harel, CEO , **Globaloria**, 50 West 17th St, 2nd Floor (SOSA) New York, NY 10011. 646-895-9167, idit@globaloria.com

3. Products and Services to be rendered: Globaloria agrees to make available the following products ("**Products**") and perform the following services ("**Services**"), as applicable, during the term (see Appendix A: Description of Products and Services, for a more complete description of the products and services).

- a) Globaloria Digital Platform and Courses for Students
- b) Professional Development Courses for Educators & Education Leaders
- c) Virtual Expert Support for Teachers and Students
- d) Support for Expansion and Replication
- e) Collaborate on Press and Outreach

The Products are licensed and not sold. Subject to the terms and conditions of this Agreement and payment of all applicable fees, Globaloria grants to Client a non-exclusive, non-transferable license during the term to use and access the Products (e.g., Platforms and Courses) described above solely for educational purposes relating to Client and its students and educators.

Client shall not (and shall not permit any third party to) (a) make the Products or Services available to any third party other than educators and students affiliated with Client and for no more than the number of students and educators which it

has paid Globaloria, (b) use the Products or Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (c) use or access the Products or Services in any way that threatens the integrity, performance, or availability of the Products or Services or any data therein, (d) attempt to gain unauthorized access to the Products, Services or the data stored or processed therein, (e) decompile, disassemble, or reverse engineer the Products or Services, in whole or in part, or (f) use or access the Products or Services to create (or have created) a competing or similar service, product, or platform. Globaloria may restrict or prohibit use or access to the Products and Services if Globaloria reasonably suspects such use or access is a breach of this Agreement, does not comply with documentation as may be provided with Products and Services, including on-line help, or otherwise threatens the Products, Services, or data therein.

4. Responsibilities of Client: Client agrees to:

- a) Designate a Globaloria Point Person
- b) Follow training requirements for all selected educators, lead their participation and commitment
- c) Support and collaborate on review and assessment efforts
- d) Function as a Globaloria hub and demonstration site
- e) Feature Globaloria as highlighted program on district/school website
- f) Ensure participating school leaders fulfill their responsibilities as outlined in Appendix B: Description of Responsibilities of Client.

5. Performance Indicators: Both parties agree to an ongoing assessment of the Globaloria implementation at the school/district using mutually-agreed upon indicators, which include:

- A) Teacher satisfaction with courses and online resources
- B) Student engagement , # of original, educational projects created and published
- C) Help Center / Support and turnaround time on questions
- D) Student participation in Globeyes

Neither party is guaranteeing that any indicators of success will be met, but each party will use commercially reasonable efforts to achieve such success.

6. Implementation Overview: 2017-18: Up to 60 students and 1 teacher in 1 schools

7. Timeline:

- April/May: Execution of Agreement
- April/May: 10% Security Deposit for Activating or Renewing Accounts for Schools and Classes
- June: Selection of principals and educators to implement Globaloria
- June: Assignment of District or School Technology Person to support Globaloria
- June: Educators submit completed Globaloria on-ramping form outlining implementation in their classes
- June/July: Determination of Virtual Training availability for selected Globaloria educators (FORM)
- June/July/August: Educators Virtual Training Period (Following Selected Schedule)
- June/July: Payment due in full
- August/September: Student program launches in schools
- March/April: Confirmation of following year implementation and identification of educators and leaders
- May/June: Completion of student program

All timelines are estimated targets. Each party acknowledges and agrees that achieving these targets may depend on the performance of the other and both parties will collaborate to achieve the targets.

- 8. Term:** The term of this agreement commences on July 1, 2017, and will end on June 30, 2018, unless otherwise agreed. If the Client wishes to retain the same pricing, Client must renew this agreement on or before May 31, 2018 for a three year period, commencing July 1, 2018 and ending June 30, 2021.

- 9. Termination and Expiration:** Either party may terminate if the other party materially breaches this Agreement and fails to cure such breach on 30 days prior written notice. Upon termination or expiration of this agreement, Client shall cease all use of the Products, Services, and related curriculum and content provided by Globaloria.

Client's payment obligations and Sections 12, 13, 14, 16, and 17 shall survive the expiration or termination of this Agreement. All amounts paid are non-refundable, unless expressly agreed otherwise.

- 10. Expansion:** The mutual intention is to continue to expand Globaloria across the School and to support its expansion across the District.

11. Payment of Fees:

- 10% Security Deposit Upon Execution of Agreement
- 2017-18: \$4500 for up to 60 students and 1 teachers in 1 schools, **payable in full on July 1, 2017**
- Additional student licenses will be charged to the school at **\$75 per student per year**
- Supplemental fees for PreK-4 school implementation will be determined upon specific training and support needs
- **Teachers CS-Ed Bootcamps** for “CS Mastery” – \$500 per Teacher for 3 Courses or \$900 per Teacher for 6 courses (Flexible Schedules)
- **High-School Students CS-Ed Bootcamps** for “Bridging Education-to-Employment” - \$500 per Student for 3 Courses or \$900 per Student for 6 courses (3 or 9 week programs)
- **Student and educator licenses are non-transferrable** and apply for all students or educators who log-on to the Products and register an account in a year.

12. Work Product; Ownership:

All rights, title and interest in the Products and Services (including all related patent, copyright, trademark, trade secret, intellectual property and other ownership rights) are the exclusive property of Globaloria.

The Client acknowledges and agrees that the rights, titles, and interest of any and all tangible and intangible property and work products, ideas, inventions, discoveries, derivative works, and improvements (“**Globaloria Developments**”), whether or not patentable, which are conceived, developed, created, obtained or first reduced to practice **by Globaloria** in connection with the Products or performance of the Services, is the exclusive property of, and at all times shall remain the exclusive property of Globaloria. For the avoidance of doubt, this shall not include any Games created by Client’s students.

Any feedback provided by Client, its students, or its educators ("**Feedback**") relating to the general operation of the Products or Services will be solely and exclusively owned by Globaloria. For the avoidance of doubt, Feedback shall not include any games created by Client's students. Client hereby assigns to Globaloria any rights, title and interest, including all intellectual property rights in any Feedback related to the Products or Services that Client or any of its students or educators provide, propose, or conceive relating to the general operation of the Products or Services.

All rights in and to the Products, Services, and Globaloria Developments not expressly granted to Client in this Agreement are reserved by Globaloria. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Client regarding the Products or Globaloria Developments or any part thereof.

- 13. Data Safeguards:** Globaloria shall maintain reasonable and appropriate data safeguards and procedures designed to prevent the unauthorized use or disclosure of Client Data, including the appropriate physical, administrative, and technical measures to maintain privacy and security ("**Data Safeguards**"). Student Records subject to FERPA will be protected by reasonable and appropriate safeguards designed to ensure compliance with FERPA.

14. Warranties and Limitation of Liability:

Globaloria will use commercially reasonable efforts to perform Services in accordance with industry standards and the Products will comply with their applicable documentation in all material respects. If the Services or Products materially fail to comply with these warranties and Globaloria is unable to re-perform or correct such failure within 30-days notice, then Client may elect to terminate and receive a refund of any pre-paid fees for the unused subscription period. This section sets forth Client's sole and exclusive remedy.

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND GLOBALORIA MAKES NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT. GLOBALORIA SHALL NOT HAVE ANY LIABILITY WITH RESPECT TO ANY THIRD PARTY DATA, PRODUCTS, OR SERVICES.

NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS. NEITHER PARTY'S LIABILITY ARISING OUT OF THIS AGREEMENT WILL EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE TO GLOBALORIA UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS OF LIABILITY: (I) SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, (II) SHALL NOT LIMIT ANY PAYMENT OBLIGATION OF CLIENT TO GLOBALORIA, AND (III) SHALL NOT LIMIT ANY LIABILITY FOR THE INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY.

- 15. Force Majeure:** Except with respect to Client's payment obligations, neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to any failure to perform its obligations under this Agreement as a result of a cause beyond its control.
- 16. Other:** This agreement is and shall be binding upon the successors and assigns of each party. Neither this agreement nor any rights or obligations hereunder may be assigned or transferred by a party hereto without the prior written consent of the other party hereto; provided, however that Globaloria may, without such consent, assign or transfer its rights and obligations under this agreement in whole or in part to any affiliate of Globaloria, any transferee or assignee of all of substantially all of the business or assets constituting the Globaloria platform, or any party with whom Globaloria has entered into a license or other agreement that would enable such party to perform the obligations of Globaloria hereunder. Globaloria reserves all rights and privileges regarding marketing and promotion of Globaloria, and Client shall have no right of approval regarding same.

17. Governing Law: This agreement shall be governed by and construed in accordance with the laws of the State of New York. Each party irrevocably agrees that any legal action, suit or proceeding brought by it that in any way arises out of the Agreement must be litigated exclusively in the courts of the State of New York or the District Courts in the Southern District of New York.

18. The undersigned represent that they have the full power and authority to execute this agreement on behalf of their respective principals, and that no further votes, approvals or authorities are required.



(Signature)
Idit Harel, PhD
CEO & Founder
Globaloria LLC

(Date)

(Signature) (Date)

Dr. Roxane Fuentes
Interim Superintendent
El Rancho Unified School District

Appendix A: Description of Products and Services to be Provided by Globaloria

Globaloria will provide:

- **Globaloria Digital Platform and Curriculum**
 - Unlimited access to ALL Globaloria digital courses
 - Teaching support materials include: Topic-by-Topic Alignments to State and National Standards; Content, Skills and Learning Objectives, Lesson Plans
 - Student assessment and evaluation rubrics and methodology
 - Unlimited access to a customized, blended-learning environment with dynamic course pacing system and data-driven class management tools
 - Access to feature upgrades and new courses released during the school year
 - Secure, encrypted platform designed for easy integration with any LMS
 - Single sign on (SSO) option
 - Students and teachers activities are tracked
- **Blended Professional Development for Educators**
 - Comprehensive teacher training for educators, schools leaders
 - Research-proven Professional Development training academies, and year-long support
 - Blended training - online and onsite:
 - New Educator Training: 2-3-day PD Academy (in person or virtual as appropriate and agreed upon)
 - PD Boosters: quarterly and on-demand PD webinars, and full access to webinar and tutorial archives
 - Step-by-step training tailored for continual learning and to foster long-term, personal growth and system-wide change
 - Trainings empowering educators to become coaches and mentors
 - Virtual, dynamic curriculum, for self-learning and networked collaboration with peers and course content experts
- **Virtual Expert Support and Blended-Learning Motivation**
 - On-demand support and online tutoring of teachers and students
 - Troubleshooting & problem-solving (Live Help Center with Coding Coaches)
 - Globey Game-Design Competition System (for students)
- **Support for Expansion and Replication**
 - Collaborate with the Client for the ongoing success and expansion of the Globaloria network within schools and to new schools across the District
 - a. Collaborate with the Client for the expansion of Globaloria to other districts across the state, and the nation
- **Evaluation and Assessment**
 - Collect and analyze data on the Globaloria implementation to assess success based on indicators determined in Section 5 of the MoU
 - Collaborate with independent researchers
- **Press and Outreach efforts, in collaboration with the Client**
 - Feature Client on the Globaloria website, issue press releases, organize demonstration events, etc.

Appendix B: Description of Responsibilities of Client

Education Leaders at Participating Schools, including Principals, Curriculum Specialists, Technology Integration Specialists, etc. agree to

- a) Facilitate the integration of Globaloria into the school's and students' schedules (daily for at least 45 minutes is recommended, more time is encouraged)
- b) Identify educators with a passion for bringing innovation into the classroom through technology to lead Globaloria classes
- c) Submit completed applications for their schools for each year
- d) Support educators in their implementation of Globaloria
- e) Ensure educators attend all required training academies
- f) Develop a plan for scaling Globaloria in their schools
- g) Promote Globaloria among students
- h) Facilitate research, evaluation and assessment efforts, including provision of student information data
- i) Guarantee Technology Infrastructure and 1:1 Computing (see below) is in place prior to the launch of the student program, and the timely resolution of all issues.

Technology & Infrastructure Requirements

Globaloria courses run on technologies that are commonly available in schools. Our blended learning platform is online and can be accessed from any internet-connected computer. Certain courses also require locally-installed software. See details below.

High Speed Internet Access

- Minimum: 20+ MB/s download, 5+MB/s upload
- Recommended: 30+ MB/s download, 5+MB/s upload

Computer for each student during class (1:1) with:

- An Intel Pentium 4 processor or later that's SSE2 capable
- 4 GB RAM (8 GB recommended)
- 1024x768 display (1280x800+ recommended)
- Windows 7+, OS X Mavericks 10.9+, or Chrome OS
- 2+ modern browser installed: Any recent desktop version of Chrome and Firefox (recommended), Safari or Edge
- Standard 3-button mouse

Nightly Backup (solution of your choice to manage and protect student files)

Interactive Whiteboard

Computer Speakers (for presentations)

Digital Still/Video camera (1 per class)

Headphones (1 per student recommended)

Drawing Tablets (1 per 2 students, optional)

Cloud-Based Courses (*Essentials of Coding, Essentials of Game Design, Intro to CS: Web Design, Intro to CS: Game Design*)

- **Chromebooks** may be used for these courses.
- **Installed software (Mac and PC users):** 2+ browsers (Firefox and Chrome recommended)
 - Recommended that schools implement G Suite for Education, and teachers have an account on GMAIL and are trained on using those devices

Courses Using Animate CC or Flash (*Game Design & Coding: Hidden Object Game, Game Design & Coding: Action Game, Mobile App Design & Coding: Side-Scrolling Game, Teamwork CS: Game Development in Teams*)

- **Additional Hardware requirements:** 5 GB free hard drive space for installed software
- **Installed Software:** Flash Professional software (CS 5.5 or higher); 2+ browsers recommended with Flash Player plugin

Courses Using Unity (*3D Game Design & Coding: Adventure Game*)

- **Additional Hardware Requirements:**
 - Graphics card with DirectX 9 (shader model 2.0) capabilities
 - 5GB free hard drive space for installed software
 - 200MB+ free disk space for each student
- **Installed Software:**
 - Unity 3D Software
 - 2+ Browsers (Firefox or Chrome) recommended with latest Unity plugin
- **Additional File Management Requirements**
 - Students must be able to use the same computer during each Globaloria class
 - Students must be able to save files to local hard drive of their assigned computer
 - Teachers should be trained by District technology personnel so they fully understand protocol pertaining to student accounts: logging in to computers/laptops, understand wireless network access, protocol for installing updates when necessary, student file saving procedures, and have an assigned District or Campus contact for technical support specific to Globaloria