



21st CENTURY LEADERS **CONTENT PARTNERSHIP AGREEMENT**

This Program and Content Partnership Agreement ("Agreement") is entered into as of the date of execution "Commencement Date"), in the amount of \$82,950, by and between **Fulton County, Georgia** ("County") and **21st Century Leaders, Inc.**, a nonprofit corporation organized and existing under the laws of the State of Georgia and having a principal place of business at 115 New Street, Suite B, Decatur, GA 30030 ("21CL").

1. Platform and Content

21CL provides high school aged students and other youth ("Students") use of its *Leadership Connect*[®] learning and training software platform and associated leadership curriculum content (the "Platform"). County may provide custom educational content (the "Content") and may enroll its Students to use the Platform following 21CL's processes, guidelines, and documentation. The attached Schedule A identifies specifically what platform enrollments, services, and content 21CL and County will provide to each other and to the Students using the Platform and any Content ("Services").

2. Payment for Services

Any fees related to this Agreement, whether for enrolling Students with the Platform, for marketing purposes, or any other Services are also identified in the attached Schedule A. 21CL and the County shall cover their own out-of-pocket expenses, taxes, and any other fees incurred related to the Platform, Content, or Services. Mutually agreed upon methods, timing, and processes for payment of fees are also identified in Schedule A.

3. Intellectual Property

a. *21CL Platform License.* To the extent Platform enrollments are included in the Services and available from 21CL's web software platform vendor, 21CL hereby grants the County's Students a limited, non-transferable, non-exclusive, fee-based license to use the Platform, including any curriculum content provided by 21CL with the Platform, during the Term solely for the purpose of teaching the County's Students about leadership in support of 21CL's mission of developing high school aged students into future leaders. 21CL reserves all other rights in the Platform. County may not share access to the Platform or any waiver/enrollment codes with other organizations, including affiliate or other County organizations without prior written approval from 21CL. Platform use is subject to review by 21CL, and County shall be responsible for any use or misuse of the Platform arising from enrollments connected to County. County must comply with all applicable data and personal privacy laws and regulations related to any personal information obtained from its use of the Platform. 21CL reserves all other rights in the Platform.

4. Term

a. *Commencement and Renewal.* This Agreement shall commence on the Effective Date set forth

above and, unless earlier terminated pursuant to this Agreement, shall remain in effect December 31, 2021 and shall automatically renew on January 1, 2022 and continue through May 31, 2022. Total contract award is \$82,950 for the initial term and the renewal unless terminated by either party upon no less than thirty (30) days of notice with or without cause, except that 21CL may suspend access to the Platform or terminate this Agreement immediately upon non-payment by County.

b. *Obligations Upon Expiration or Termination.* Expiration or termination of this Agreement shall not relieve County of its obligation to pay 21CL for Platform access rendered by 21CL prior to the termination date that comply with the warranty provision of agreement, or relieve either party of its obligations regarding Confidential Information under Section 8 below.

c. *Statutory term language.* The parties intend that this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

5. Confidential Information

a. *Non-Disclosure.* Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section.

b. *Definition.* "Confidential Information" means a party's information, not generally known by non-party personnel, used by the party and which is proprietary to the party or the disclosure of which would be detrimental to the party. Confidential Information includes, but is not limited to, the following types of information (whether or not reduced to writing or designated as confidential): (i) pricing, information, and content developments resulting from or related to Services; (ii) the Platform software and curriculum; (iii) a party's strategic and financial information and other business plans; (iv) proprietary processes and materials; and (iv) this Agreement.

6. Indemnification

21CL hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from all claims, losses, liabilities, damages, deficiencies, demands, judgments, or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or occurred by such party, whether arising in tort, contract, strict liability or otherwise, including without limitation, personal injury, wrongful death or property damage arising in any way from the actions or omissions of 21CL, its directors, officers, employees, agents, successors and assigns in connection with its acceptance, or the performance, or nonperformance of its obligations under this Agreement; provided, however, that nothing herein shall be construed to preclude the 21CL from bringing suit against the County for breach of the terms of this Agreement.

7. Limitation of Liability and Warranty

a. *Limitation of Liability.* Neither party shall be liable to the other party for losses that are not reasonably foreseeable or for special, punitive, exemplary, consequential or indirect losses, in

each case, of any kind whatsoever suffered or incurred by the other party whether in contract, negligence or any other tort, under statute or otherwise that arise under, or in connection with, this Agreement and the maximum liability for either party shall be two times the total amount paid or owed by County hereunder, except for damages arising from willful or grossly negligent act or omission by either party.

b. *21CL Warranties.* 21CL shall provide the Services in a professional manner and will provide the Platform in substantial accordance with its documentation. 21CL warrants and represents to County that it owns sufficient rights in the Platform to provide the license herein and that the Platform will not violate or in any way infringe upon the rights of third parties, including publicity, contractual, employment, trade secrets, proprietary information and non-disclosure rights, or any trademark, copyright or patent rights. EXCEPT AS EXPRESSLY STATED HEREIN, 21CL PROVIDES THE PLATFORM ON AN “AS-IS” AND “AS-AVAILABLE” BASIS AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

c. *County Warranties.* County warrants and represents to 21CL that it owns sufficient rights in the Content to provide the license herein and that the Content will not violate or in any way infringe upon the rights of third parties, including publicity, contractual, employment, trade secrets, proprietary information and non-disclosure rights, or any trademark, copyright or patent rights.

8. Other Provisions

a. *Status as Independent Consultants.* 21CL and County are consultants independent of one another and neither party's employees will be considered employees of the other party for any purpose. This Agreement does not create a joint venture or legal partnership, and neither party has the authority to bind the other to any third party.

b. *Applicable Law and Forum.* This Agreement shall be governed and construed in accordance with the laws of the State of Georgia without regard to the conflicts of laws or principles thereof. Any action or suit related to this Agreement shall be brought in the state or federal courts sitting in Georgia.

c. *Notices.* Any notice or other communication required or permitted under this Agreement shall be given in writing and delivered by hand or by registered or certified mail, postage prepaid and return receipt requested, or by email when not receiving a misdirection response email, to the addresses identified herein, if not otherwise notified by the receiving party. 21CL's notice email address shall be info@21stcenturyleaders.org.

d. *Waiver.* No waiver by either party of any breach of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

e. *Entire Agreement.* This Agreement, including Schedule A, constitutes the entire agreement between the parties.

f. *Modifications.* No modification of this Agreement shall be effective unless in writing and signed by both parties.

g. *Severability.* If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

h. *Assignment.* County may not assign or subcontract the whole or any part of this Agreement without 21CL's prior written consent. Any such assignment document without 21CL consent shall be void.

The parties hereto have read and understood each and every provision hereof and the parties have executed this Agreement on the date first set forth above.

****Signatures on the following page****

FULTON COUNTY, GEORGIA

21ST CENTURY LEADERS, LLC.

Robert L. Pitts, Chairman
Board of Commissioners

Kate Hewitt
Executive Directors

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Nicole Schwartz
Bookkeeper

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Pamela Roshell, PH.D
Department of Community Development

SCHEDULE A

SCOPE OF SERVICES

Fulton County, Georgia, on behalf of its Youth and Community Services Division, at 141 Pryor StreetSW, Atlanta GA, will enter into a contractual agreement with 21st Century Leaders to pilot the Leadership Connect program, called CONNECTED: Fulton County Youth Leadership Program in contract with 21st Century Leaders, that supports 400 students at the one year access level for all students (9th-12th) at \$79 per student and the additional administrative and programmatic offerings totaling \$82,950. This piloted program and partnership agreement is effective upon the Effective Date through December 31, 2021 and shall automatically renew on January 1, 2022 through May 31, 2022. Total contract award is \$82,950 for the initial term and the renewal.

21st Century Leaders will apply these funds to provide:

- Regular consultations with Fulton County Youth and Community Services staff to determine overall program execution, timeline, and needs
- Student enrollment form, waiver code, and access to Leadership Connect platform for up to 400 students grades 9-12th from Effective Date to December 31, 2021; and from January 1, 2022 to May 31, 2022
- Up to two (2) Administration user access to Leadership Connect for Fulton County Youth Services staff
- Program Management & Implementation during the Agreement term, which includes student enrollment in Leadership Connect, managing and hosting any co-branded workshops, and technical assistance to students
- Student tracking and progress including 4 basic/customized reporting (2 per semester or agreed upon dates). Additional reports can be provided upon efficient notice as outlined below.
- Customized County group set-up within Leadership Connect platform for Fulton County cohort of students
- Program goals, in collaboration with Fulton County Youth Services staff
- Access to 21CL's school-year training from August 2021 to May 2022 at no cost to all enrolled students through this partnering program
- Email communication with students and parents/guardians, in conjunction with Fulton County Youth Services staff
- Invoices to Fulton County Youth & Community Services Division during the Agreement term for a 60 day pay out, but not limited to additional invoices if more costs are accrued or expected to be accrued during the program period
- Appropriate and legal insurance coverage required for youth programming

In order for these resources to be delivered, the Fulton County Youth and Community Services division of the Fulton County Government will provide:

- Regular consultations with 21st Century Leaders staff to determine overall program execution, timeline, and needs
- All marketing materials for program implementation, including flyers, website, etc.
- Management and outreach of Student Recruitment, including but not limited to emails, press release, etc.
- All program incentives, rewards, gifts related to and required by the partnering program during the Agreement term

- Email communication with program students, parents/guardians, teachers and school administration, in conjunction with 21st Century Leaders staff
- Program goals, in collaboration with Fulton County Youth Services staff
- At least a 2 week notice to 21st Century Leaders staff during regular business hours (M-F) for any additional customized impact reports than what is outlined in this MOU.

21st Century Leaders and Fulton County Youth and Community Services Division of the Fulton County Government have collectively agreed to strive for the following outcomes of this pilot program during the program duration:

1. 400 student participants served
2. 50% of students demonstrate consistent engagement within the CONNECTED program, including engagement in level 1 of Leadership Connect
3. 60% of students demonstrate growth in leadership competencies and confidence as a result of the program