SAN LEANDRO UNIFIED SCHOOL DISTRICT

CONTRACTED SERVICES AGREEMENT

INSTRUCTIONS:

1. Submit Contracted Services Agreement for Board Approval at least 1 month prior to services.
2. Forms must be completed with all required signatures and have Board approval before the consultant/independent contractor can perform services for the District. (Requests submitted after services are performed will jeopardize payment.)
3. Clearances must be obtained with Human Resources Dept. (if applicable) prior to the start of services. Originating Dept. will follow up with HR once the contract is received.

Requested by: Reginald Richardson (SLUSD) Print Name [signature] Signature 7/28/15 Date

Name of Consultant/Organization: The Princeton Review

24 Prime Parkway, Suite 201 Address, Natick City, MA State, 01760 Zip

(510) 747-9668 Telephone Number, (508) 663-5115 Fax Number, martin.walasek@review.com Cell # or E-Mail Address

SCOPE OF WORK: College readiness preparation via prep for SAT/ACT exams. This service consists of 2 distinct prep classes of 6 instructional hours and 2 practice exams

LOCATION OF SERVICES: San Leandro High School

DATE(S) OF SERVICE: TBD to 3/31/2016

ESTIMATED COST: 7,150 (and/or hourly Rate: $_____)

NAME OF PROGRAM: College Readiness SAT/ACT Preparation

BUDGET NUMBER: 010-5809-0000-1110-1000-016-16-585 (or ASB funds___)

Administrator/Program Manager Approval:

Reginald Richardson Print Name / [signature] Signature / Date: 7/28/15

Sharon van Wyk, Ph.D.

Consultant/Contractor:

The Princeton Review President and COO Sharon van Wyk, Ph.D. Sharon van Wyk, Ph.D. (Aug 13, 2015)

Print Name / Signature / Date: Aug 13, 2015

Business Manager: Initial: _____ Date: _____ Human Resources: Initial: _____ Date: _____

The Contracted Services Agreement must include the following before going to Purchasing Dept. for processing. Check off and attach all documentation that applies.

___ **BOARD APPROVAL DATE:** _____

___ **Clearances with Human Resources:** ___ **Fingerprinting** ___ **TB**

___ Add as Vendor ___ W-9 Tax Form ___ EDD form (Employment Development Dept.)

___ Copy of Requisition ____ Invoice Attached

Note: District staff cannot be employed as a consultant/independent contractor.

Distribution:

___Originating Department ___Human Resources ___Purchasing Department

REVISED 2-20-14 RA/RM/vko

The Princeton Review Master Services Agreement for TPR-Led Classroom Course

This Master Services Agreement (hereafter referred to as "Agreement") is entered into between San Leandro High School ("Organization") and TPR Education, LLC d/b/a The Princeton Review ("TPR"). TPR agrees to provide services to the students and/or teachers of Organization as set forth below ("Services") in accordance with the following terms and conditions, the attached Terms and Conditions - The Princeton Review Master Services Agreement, and any Addendums hereto.

Term of Agreement: 8/1//2015 to 3/31/2016 (the "Term").

1. a. SAT 101 and ACT 101 Test Prep and Additional Materials

Class to be led by:	The Princeton Review
Class size:	1 (one) class of 25, 11th grade students- SAT 101 Test Prep 1 (one) class of 25, 11th grade students- ACT 101 Test Prep
Instructional hours:	6 (six) total instructional hours for 11th grade SAT 101 Program 6 (six) total instructional hours for 11th grade ACT 101 Program
Diagnostic tests (#):	2 (two) diagnostic SAT full-length practice tests of 4 hours- 11th grade 2 (two) diagnostic ACT full-length practice test of 4 hours- 11th grade
Class fee:	$3,225/ SAT class of 11th graders (25/class) $3,225/ ACT class of 11th graders (25/class) Organization agrees to a minimum commitment of 1 (one) class section for the SAT and 1 (one) class section for the ACT
Additional materials:	25 Cracking the SAT and 25 Cracking the ACT manuals at $14/manual *Or* Total contract fee: **$7,150 (2 courses for $6,450 and 50 manuals for $700)**

b. Resources Included:

Online Student Center:	0 days access
The Princeton Review Course materials:	Copies of the following books for each Class participant: SAT 101 Booklet and ACT 101 Booklet

2. Tutor.com Virtual Tutoring Services:

□ See attached Addendum to The Princeton Review Master Services Agreement for Virtual Tutoring Services which hereby is incorporated into this Agreement as if stated herein.

[Instructions: If Organization is purchasing Virtual Tutoring Services, attach a completed Addendum to The Princeton Review Master Services Agreement - Virtual Tutoring Services and check box above.]

Primary Contacts:

Each of Organization and TPR shall provide the following primary contact for the Services (subject to change on notice to the other, which notice can be by email):

Organization Primary Contact:
Name: Reginald Richardson, Principal-San Leandro High School
Address: 2200 Bancroft Avenue
San Leandro, CA 94577
Telephone: (510) 618-4600
Email: regrichardson@slusd.us

TPR Primary Contact:

Name: Martin Walasek
Address: 2505 Channing Way
Berkeley, CA 94704
Telephone: 510 847-9668
Email: martin.walasek@review.com

Organization Billing Information:

Organization agrees to provide payment to TPR for services delivered to the students and/or teachers of Organization in accordance with the following provisions:

Is a Purchase Order Required (circle "yes" or "no")?

Yes* **If yes, what is the PO number?** _____

No

***Purchase Order must be received by TPR no later than 5 days prior to the scheduled class start date to avoid delay of start of program.**

Billing Terms [check applicable terms]:

x Net 30 from Start of Course

Organization Billing Contact Information:

Name: Reginald Richardson
Address: 2200 Bancroft Avenue
San Leandro, CA 94577
Telephone: 510-618-4600
Fax: N/A
Email: **regrichardson@slusd.us**

TPR Billing Contact Information:

Telephone: 1-800-444-0189
Email: AccountsReceivableTPR@review.com

TPR Education, LLC
Name:
Title:

_____ Date

Reginald Richardson, Principal
San Leandro High School

_____ Date

- **Signed agreement should be returned to:**
  Contracts Administrator
  TPR Education, LLC d/b/aThe Princeton Review
  24 Prime Parkway, Suite 201, Natick, MA 01760
  OR
  (508) 663-5115 (Fax)
- **Failure to return signed Agreement promptly may result in delay of delivery of services and/or materials.**

TERMS AND CONDITIONS – THE PRINCETON REVIEW MASTER SERVICES AGREEMENT

THE FOLLOWING TERMS AND CONDITIONS (THE "TPR TERMS AND CONDITIONS") HEREBY ARE INCORPORATED INTO THE PRINCETON REVIEW MASTER SERVICES AGREEMENT TO WHICH THESE TERMS AND CONDITIONS ARE ATTACHED AND ALL ADDENDUMS THERETO (SUCH AGREEMENT AND ADDENDUMS BEING HEREAFTER COLLECTIVELY REFERRED TO AS THE "AGREEMENT"). CAPITALIZED TERMS IN THESE TPR TERMS AND CONDITIONS SHALL HAVE THE MEANINGS ASSIGNED TO THEM IN THE AGREEMENT UNLESS OTHERWISE INDICATED.

1. **Classes Generally**: (a) The Organization will provide a coordinator for the Services. The Organization shall be solely responsible for providing to TPR (i) a roster of students enrolled for each of the Services, as applicable, preferably in an electronic format, no later than seven (7) calendar days before the start of the applicable Service each Course (the "Initial Roster"), and (ii) for Courses, a final roster of students (the "Final Roster") for each ongoing Course as of the later of (X) the last class following completion of the first 20% of the Course hours or (Y) the last class at the end of the Organization's add/drop period, as applicable. If the Organization fails to provide the Final Roster on a timely basis, then the Initial Roster will be deemed the Final Roster for purposes of these Terms and Conditions. Each of the Initial Roster and the Final Roster shall contain the following information for each enrolled student: first name, last name and email address. Any changes by Organization to the schedule for delivery of a Service under this Agreement must be notified to TPR no less than 24 hours in advance of change (except in the event of inclement weather or other Force Majeure event). (b) The Organization shall provide reasonable classroom facilities for delivery of the Services, where such Services are to be provided in-person rather than online, and, if available, security at no cost to TPR. The Organization also is responsible for providing necessary computer equipment for accessing online Services. (c) For TPR-led Courses, the Organization shall have each student and his or her parent or guardian sign TPR contracts regarding commitment to the class, which fully signed contracts the Organization must deliver to TPR no later than seven (7) days after the start of each Course. (d) With respect to the Courses, if the Organization has provided TPR with email addresses of all students (and, if applicable, teachers or administrators) who are authorized to access TPR's online resources for the Courses, then TPR shall be responsible for distributing online user ID and passwords to such authorized persons (e.g. students, teachers) for all online resources for the Courses. If the Organization has not provided TPR with email addresses of all persons authorized to access online Services and/or resources, the Organization shall be solely responsible for distributing online user ID and passwords to such authorized persons. The Organization shall (i) use its best efforts to ensure that each password is kept confidential and is not shared among individuals, (ii) comply with the terms of any reasonable instructions that TPR may issue from time to time with respect to the passwords, (iii) ensure that access to the Services is properly limited to Organization's authorized users under this Agreement, and (iv) notify TPR promptly if Organization becomes aware of any password being used by an unauthorized person. TPR may then cancel the password and assign a new one in its place. TPR may disable access to any online resource for any person who fails to comply with TPR rules and procedures applicable to the resource, such as the Terms of Use on TPR's website, and no credit or refund will be issued for such person. (e) TPR shall use commercially reasonable efforts to make online resources generally available 24 hours per day, seven days per week, subject to reasonable downtime for maintenance and related activities and loss or interruption due to causes beyond TPR's control. Except for emergencies, any such downtime for maintenance and related activities shall be scheduled at times that minimize the impact to the Organization.

2. **Fees; Payment Terms; Collection Fees:** Per student billing will be calculated based on the Final Roster; withdrawal of a student from a Service under the Agreement after delivery of the Final Roster will not result in a reduction of the calculated fee or a refund. TPR shall invoice the Organization on a periodic basis no more frequently than monthly in accordance with the Billing Terms indicated in the Agreement. The Organization shall make payment to TPR within thirty (30) days of invoice receipt. Prices set forth in the Agreement do not include sales tax. Sales tax, if applicable, will be included in the invoice sent by TPR to Organization, unless Organization provides evidence of tax exemption. Time is of the essence for all payments under this Agreement, and in the event any overdue payment is sent by TPR to a collection agency or an attorney for collection in accordance with TPR's standard collection procedures, Organization agrees to pay all costs of collection, including without limitation all court costs and reasonable attorneys' fees.

3. **Reporting Requirements:** TPR shall provide the Organization with final reports for Courses after completion of all classes of a Course. End-of-program reports will not be provided for other Services hereunder unless specifically provided in the applicable Addendum. The Organization shall provide TPR with periodic reports and information concerning the Courses as reasonably requested by TPR, including requests for information in electronic format where available. To the extent that individual student data is shared with TPR, as an agent of the Organization, TPR shall keep such information confidential and only use it to the extent necessary to provide educational and other services within the Organization in accordance with Sections 7 and 8 below. The Organization shall maintain such books and records as are necessary to substantiate amounts paid to TPR pursuant to this Agreement, which shall be made available to TPR for examination on request.

4. **Intellectual Property:** (a) The Organization acknowledges and agrees that (i) all right, title and interest in and to (A) TPR or its affiliates' written materials and content, including without limitation written and electronic materials, software programs, access to which is provided hereunder and materials and content available through TPR's and its affiliates' online resources, (B) if Virtual Tutoring Services are included in the Services, all aspects of the Virtual Tutoring Services, including but not limited to the look and feel of the template pages, session transcripts, survey data and usage information, (C) all updates, upgrades, enhancements, changes, additions, derivatives and modifications to the items listed in the foregoing subclauses (A) and (B), and (D) any and all patents, copyrights, trade secret rights, trademarks, trade names, moral rights, rights of priority, publicity rights and other proprietary rights embodied or associated with the foregoing items (A)—(C) (items (A) – (D) being collectively, the "TPR Intellectual Property"), are and will remain TPR's and its affiliates', and this Agreement in no way conveys any right, title or interest in the TPR Intellectual Property other than the limited licenses set forth in the Agreement and below, (ii) the Organization will not modify or alter the TPR Intellectual Property without the prior written consent of TPR, which consent may be withheld within TPR's sole discretion and (iii) the TPR Intellectual Property embodies valuable confidential and secret information of TPR and its affiliates, the development of which required the expenditure of considerable time and money. (b) Upon the expiration or termination of this Agreement for any reason, the Organization shall deliver to TPR any and all TPR-owned equipment and supplies and all TPR Intellectual Property, or copies thereof, in electronic format or otherwise, in the Organization's possession or under its control. Within ten (10) business days of a request by TPR, the Organization shall deliver to TPR an affidavit stating that to the best of its knowledge and information all TPR Intellectual Property required to be delivered under this Agreement have been delivered and copies that have not been delivered have been deleted or destroyed.

5. **Confidentiality:** (a) The Organization acknowledges that it has been informed that the TPR Intellectual Property, including without limitation its and its affiliates' trade secrets, documentation, specifications, and designs and its instructional methods, including its strategies, techniques and methodologies, are confidential (except such TPR Intellectual Property as are published and generally made available to the public by or on behalf of TPR or its affiliates) (the "Confidential Information"). The Organization (i) shall not divulge, and will prevent each of its employees, teachers and agents from divulging, directly or indirectly, any Confidential Information and (ii) shall not use or authorize anyone to use, and will prevent each of

its employees, teachers and agents from using or authorizing anyone to use, any Confidential Information, except to teach a TPR–approved course for which the Organization pays a fee to TPR either for TPR to lead the course or for the course materials for Organization's TPR-trained instructor(s) to lead the course. TPR may revoke the certification of any TPR-certified Teacher: (i) who fails to maintain the confidentiality of the Confidential Information or (ii) who uses the Confidential Information, except to teach a TPR class for which TPR receives a fee. (b) The Organization agrees that any breach or threatened breach by it of this Section and any other provision related to protection of the Confidential Information will, because of the unique and proprietary nature of this information entrusted as aforesaid, cause irreparable harm to TPR and shall entitle TPR, in addition to any other legal remedies available to it, to apply to any court of competent jurisdiction to enjoin such breach or threatened breach.

6. **Limited License:** TPR, on behalf of itself and its affiliates, hereby grants to the Organization a nonexclusive, non-transferable license (the "License") to use the TPR Intellectual Property solely in connection with the Services provided under the Agreement. The grant of the License is conditioned upon the following: (i) the Organization shall not copy, modify, alter, or excerpt, and shall prevent others from copying, modifying, altering, or excerpting the TPR Intellectual Property; (ii) the Organization shall not delete or in any manner alter the copyright, trademark or other proprietary notices of TPR or its affiliates, if any, appearing on the TPR Intellectual Property, and (iii) the Organization shall not use, and shall prevent others from using, the TPR Intellectual Property and other Confidential Information to teach any class or course or for any other purpose, except in connection with TPR-approved classes or courses or other services of TPR or its affiliates for which the Organization pays a fee to TPR. The Organization shall notify TPR promptly of any known or suspected infringement of the TPR Intellectual Property of which the Organization becomes aware.

7. **Confidentiality of Student Information; Privacy:** TPR agrees to exercise reasonable care to preserve the confidentiality of any and all student records containing personally identifiable information and shall not use or disclose any personal information of a student to a third party that would permit identification of a student except and to the extent such use or disclosure is reasonably necessary in connection with its performance of its obligations under this Agreement or if TPR believes that an immediate disclosure may be necessary to protect the student's or a third party's physical safety or if otherwise required by law (for example, by court order). The Organization acknowledges and agrees that for all student records containing personally identifiable information provided to or otherwise made available to TPR hereunder, the Organization is solely responsible for obtaining, and it has obtained, all of the necessary rights, permissions and consents (including, for example, parental consents if necessary), in accordance with all applicable laws, rules and regulations (including, without limitation, the Family Educational Rights and Privacy Act and the regulations thereunder) to provide the student records containing personally identifiable information to TPR, and for TPR to use such information for the purposes of providing services to the Organization under this Agreement. As used herein, "personally identifiable information" shall mean any information regarding or that identifies (or that could be used to identify) any individual, including, for example and without limitation, any individual student or parent name, address, personal identifiers such as Social Security numbers or school- or district-issued student identification numbers, and any other information or combination of information that would make the identity of the student or parent easily traceable.

8. **Student Data:** Student data collected by TPR in delivering services to the Organization under this Agreement will be the property of the Organization. Organization grants TPR a limited license to use such student data, including diagnostic and practice test scores and score improvements, (i) in connection with the performance by TPR of its obligations to Organization, (ii) to help TPR analyze the efficacy of its programs and (iii) for use in the marketing and promotion of TPR's programs; provided, that TPR will not disclose confidential information contained in such data at the individual student level and will otherwise use such data in compliance with TPR's confidentiality obligation set forth in Section 7 above. In addition, to the extent permitted by law, the Organization will cooperate with TPR to provide TPR with actual test scores of students for the tests prepared for under the Agreement solely for use by TPR in accordance with the immediately foregoing sentence. In the event that Virtual Tutoring Services are included in the Services, student data shall be deemed not to include transcripts of tutoring sessions with Organization students under the Virtual Tutoring Services Addendum that forms a part of the Agreement.

9. **Disclaimer; Limitation of Liability:** (a) EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND TPR, ON BEHALF OF ITSELF AND ITS AFFILIATES, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF ACCURACY, COMPLETENESS, PERFORMANCE, CURRENCY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND ANY REPRESENTATION OF RESULTS FOR STUDENTS, SUCH AS ANY IMPROVEMENT IN TEST SCORES. SUCH RESULTS ARE DEPENDENT ON FACTORS OUTSIDE OF TPR'S CONTROL. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TPR MAKES NO WARRANTY OR REPRESENTATION THAT THE SERVICES WILL MEET ORGANIZATION'S REQUIREMENTS OR WILL WORK IN COMBINATION WITH ANY HARDWARE OR APPLICATIONS PROVIDED BY THIRD PARTIES, THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, THAT ANY SERVICE HEREUNDER OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT ALL DEFECTS IN THE SERVICES WILL BE CORRECTED. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE. THIS LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. (b) Neither TPR nor its affiliates shall be liable to the Organization or to any other person for any indirect, consequential, punitive or special damages, of any character, whether in an action in contract, tort or otherwise, arising out of or in connection with this Agreement, even if TPR or its affiliates had been advised of the possibility of such damages. TPR's and its affiliates' total aggregate liability arising from or related to this Agreement will not exceed the aggregate amount actually received by TPR from the Organization under this Agreement during the twelve (12) month period preceding a claim.

10. **Indemnification:** Except to the extent prohibited by the laws of the State in which the Organization is located, the Organization shall indemnify and defend TPR and its affiliates, and its and their directors, officers, employees and agents (collectively the "TPR Parties"), from and against any costs, fees, expenses (including reasonable attorneys' fees whether arising out of a third-party claim or in enforcing this indemnification), claims, liabilities, losses, judgments, settlements and damages (including all damages awarded to third parties payable by a TPR Party, but in all cases only a TPR Party's direct damages) arising out of, or related to: (i) the Organization's breach of any provision of this Agreement, (ii) any negligent act or omission or willful misconduct of the Organization or any of its officers, employees or agents, or (iii) TPR's receipt of, access to or use of any student records containing personally identifiable information hereunder from the Organization, provided that TPR uses such personally identifiable information only in accordance with this Agreement; provided, that TPR notifies Organization promptly of any claim.

    TPR shall indemnify and defend the Organization, and its directors, officers, employees and agents (collectively, the "Organization Parties"), from and against any costs, fees, expenses (including reasonable attorneys' fees whether arising out of a third-party claim or in enforcing this indemnification), claims, liabilities, losses, judgments, settlements and damages (including all damages awarded to third parties payable by an Organization Party, but in all cases only the Organization Party's direct damages) arising out of, or related to: (i) TPR's breach of any provision of this Agreement, or (ii) any negligent act or omission or willful misconduct of TPR or any of its officers, employees or agents; provided that Organization notifies TPR promptly of any such claim.

11. **Termination:** This Agreement (including any licenses) may be terminated on immediate notice thirty (30) days after the delivery by a party of a notice containing a description of a material breach of this Agreement by the other party, provided such breach is not cured within such thirty (30) days of notification of such breach.

12. **Under-enrollment:** TPR reserves the right to cancel any Course where fewer than the minimum number of students enrolls. In the event of a cancellation because of under-enrollment, TPR will not be deemed to have breached the terms of this Agreement and the Organization will in no way penalize TPR for such Course cancellation. For purposes of this section, the term "enroll" means an eligible student on the student roster for the Course as of, and in attendance (unless reported as absent from school for the day) at the first class of the Course; provided, that the TPR-provided teacher for the Course will remain in the classroom with the students for such first class notwithstanding that the Course may be under-enrolled.

13. **Force Majeure:** Neither party hereto shall be deemed to be in default for failure to comply with any provision hereof, if such failure results from acts or events beyond the reasonable control of such party, other than payment of money.

14. **Entire Agreement; Amendments; Order of Precedence:** The Agreement, including the TPR Terms and Conditions and any Addendums to the Agreement, contains the entire understanding between the parties with respect to the subject matter hereof and supersedes any prior agreement between such parties, whether written or oral, and may only be amended or waived in a writing signed by both parties. To the extent that the terms of this Agreement conflict with the terms of any purchase order or other agreement submitted by the Organization, the terms of this Agreement shall take precedence.

15. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, provided that the Organization may not assign this Agreement, the License or the right to use the TPR Intellectual Property or any part thereof. The License shall not be assigned or made assignable, or become an asset of licensee in bankruptcy, whether by operation of law or any bankruptcy, insolvency or similar proceedings or otherwise.

16. **Governing Law; Jurisdiction/Waiver of Jury Trial:** This Agreement and any claim or dispute arising out of, relating to or in connection with this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to its conflicts of law principles. Each party irrevocably consents and agrees that any legal action, suit or proceeding against either of them arising out of, relating to or in connection with the transaction contemplated hereby or disputes relating hereto may be brought in the state or federal courts sitting in the Commonwealth of Massachusetts and hereby irrevocably accepts and submits to the exclusive jurisdiction of the aforesaid courts *in personam*, with respect to any such action, suit or proceeding. Each party waives to the fullest extent permitted by law any right to trial by jury in any action, suit or proceeding brought to enforce, defend or interpret any rights or remedies arising under, relating to or in connection with this Agreement.

17. **Designations and Notices:** Any notices or other communications hereunder, except as may otherwise be provided in this Agreement, will be deemed given and delivered when delivered personally, or on the date signed for, or rejected by, addressee if mailed by certified mail, return receipt requested, postage prepaid, or the next business day if sent by nationally recognized courier service providing for a signature on delivery, in each case, delivery prepaid, addressed to the Organization to the address provided on the execution page of this Agreement and to TPR to the attention of Legal Counsel at 24 Prime Parkway, Suite 201, Natick, MA 01760 or via fax to (508) 663-5115 or to such other address as either party shall designate by notice to the other, effective ten (10) days after such notice.

18. **Survival:** The rights and obligations arising relating to protection of TPR's Intellectual Property and other Confidential Information, and any other provisions of this Agreement that by their nature should survive, shall survive termination or expiration of this Agreement.

19. **Severability:** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In such a case, the parties shall replace the invalid provision with a legally admissible arrangement, which comes nearest to the intended purpose of the invalid provision.

20. **Headings:** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

21. **Counterparts, Electronic Transmissions and Facsimiles:** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Delivery of an executed page by facsimile or email transmission will constitute effective and binding execution and delivery and such signatures shall be considered original signatures.

22. **Authorized Signature:** Each party hereto hereby certifies that the individual signing this Agreement on its behalf has the authority to execute, deliver, and cause such party to perform its obligations under this Agreement.

23. **Compliance with Laws:** Each of the parties shall comply at its own expense with all applicable laws, ordinances, rules, regulations, codes and policies in connection with its performance under this Agreement.

If Teacher-to-Teacher services are included, the following also shall apply:

24. **Instructor Agreement:** Any Organization teacher to be certified to teach the TPR program must sign the standard TPR Teacher-to-Teacher Instructor Agreement.

25. **TPR Certified Instructors:** The Organization agrees that only teachers who have been certified by TPR to teach TPR's program will teach any TPR course being led by the Organization's teachers. TPR may revoke the certification of any Organization teacher: (i) who fails to maintain the confidentiality of the Confidential Information, or (ii) who uses the Confidential Information except to teach a TPR approved class or course specifically for which the Organization has purchased course materials from TPR.

26. **Termination of Certification:** Upon expiration or termination of the certification of any Organization teacher including if such teacher leaves the employ of the Organization, the Organization will collect from such teacher and deliver to TPR all Confidential Information and other property of TPR, whether in tangible or electronic format and including such teacher's notes and summaries of such Confidential Information.