

Memorandum of Understanding

This Memorandum of Understanding (the "MOU") is entered into as of 02/02/2021, ("Effective Date") by and between Knox Community Schools (the "School Corporation") and INDIANA PUBLIC BROADCASTING STATIONS, INC. (together with its member stations, "IPBS") with its principal place of business at 1630 N. Meridian St., Indianapolis, IN 46202. The School Corporation and together with IPBS, the "Parties" or, individually, each a "Party".

WHEREAS, pursuant to this MOU, the Parties desire to implement an Educational Datacasting Program (the "Program") to alleviate internet connectivity problems and provide for technological improvement for Hoosiers' education including, school age children who are not otherwise able to attend school; and

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

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1. **Term:** This MOU is effective as of Effective Date and expires on 9/30/2022
2. **Purpose:** The purpose of the Program is to address internet connectivity problems for students in the School Corporation's corporate boundaries using datacasting.
3. **Responsibilities of IPBS:** IPBS agrees to:
 - a. Serve as primary project manager for the Program including but not limited to, hosting regularly scheduled progress telephone calls or virtual meetings with all stakeholders and subgroups as appropriate;
 - b. Facilitate quoting and ordering of all datacasting equipment and will assign ownership of certain equipment as necessary;
 - c. Coordinate purchase and installation of rooftop antennas needed for the Program;
 - d. Compile datacasting performance information and review with vendors for potential Program improvements;
 - e. Create HTML content wrapper and other user interface elements related to the Program;
 - f. Provide equipment and system training including but not limited to a train-the-trainer model and the creation of training materials for the School Corporation and its households;
 - g. Conduct end-to-end testing of the Program;
 - h. Assist the School Corporation with identifying content sources and providers; and
 - i. Provide data analysis and selection rubric to help the School Corporation identify possible Program participants that could most benefit from the Program.
4. **Responsibilities of the School Corporation:** The School Corporation agrees to:
 - a. Apply time, attention and cooperation to develop and implement the Program;
 - b. Maintain and distribute inventory of receivers and antennas using current protocols and parent/guardian technology agreements;
 - c. Replace lost or damaged receivers and antennas;

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- d. Assist with identifying areas where rooftop antennas are necessary (with the assistance of IPBS vendors);
 - e. Warehouse and maintain inventory of rooftop antennas, if needed;
 - f. Create and provide content for datacasting;
 - g. Represents, warrants and covenants that all content is properly licensed under all applicable intellectual property laws;
 - h. Maintain and share datacasting metrics related to student and household distribution and counts of students completing or not completing work when assigned via datacasting system;
 - i. Distribute satisfaction surveys to students, teachers and parents;
 - j. Provide support for end-to-end testing within the School Corporation's boundaries as needed to deploy datacasting services; and
 - k. Work with IPBS and associated vendors to develop troubleshooting procedures, as necessary.
- 5. Exterior Rooftop Antenna Installation:** The Parties agree that time is of the essence regarding the identification of locations requiring rooftop antennas and the installation of rooftop antennas. The households in the School Corporation's boundaries requiring the installation of a rooftop antenna will be identified by IPBS, the School Corporation and SpectraRep. The School Corporation will assist IPBS in identifying areas within the School Corporation's boundaries with weak signal reception via feedback from the households. IPBS, or its designee, is solely responsible for contracting with the installer who is licensed, bonded, and insured to perform the installation.
- 6. The IPBS Broadcast Transmission Spectrum:** IPBS retains sole control and ownership of its broadcast transmission spectrum. IPBS grants no ownership rights or licenses to any other party for the Program, unless otherwise stated herein. The School Corporation and any project vendor shall have no rights or control whatsoever to the IPBS' broadcast transmission spectrum.
- 7. Communication:** The Parties agree to utilize their best efforts to provide all pertinent information to each other and all other parties involved. The Parties agree to communicate with each other, and all other parties involved to provide for an efficient and cost-effective Program.
- 8. Problem Solving:** The Parties acknowledge and agree that problems, issues, and potential disagreements may arise during the Project. The Parties agree that all problems, issues, and potential disagreements shall be handled in a manner that allows the Parties to collaborate to find solutions to any such problems, issues, or potential disagreements.
- 9. No Third-Party Beneficiaries:** Nothing in this MOU shall be construed to create or extend any rights to any third parties as third-party beneficiaries. No third party will have any rights or remedies enforceable under or derived from this MOU including, without limitation, any right to assert or bring any claim, action, suit, demand, litigation, or proceeding against IPBS or the School Corporation under or arising out of or in connection with this MOU.
- 10. Assignment:** This MOU and the rights conferred herein cannot be assigned to any other party. Notwithstanding anything contained herein to the contrary, this MOU is not meant to confer an exclusive license of IPBS content.

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- 11. Applicable Law:** In the event of any dispute under this MOU, the laws of the State of Indiana shall govern the validity, performance, enforcement, interpretation, and any other aspect of this MOU, without regard to principles of conflicts of laws thereunder. Sole and exclusive jurisdiction of any action arising out of or in connection with this letter shall lie with the applicable State or Federal court with jurisdiction over Marion County, Indiana.
- 12. Notice:** Any notice or communication required or permitted under this MOU shall be sufficiently given if provided in writing by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- 13. Modification:** This MOU may only be modified or altered by written instrument duly executed by the Parties.
- 14. Waiver:** The failure of any party to insist in any one or more instances upon performance of any of the provisions of this MOU or to pursue its rights under this MOU shall not be construed as a waiver of any such provisions or the relinquishment of any such rights.
- 15. Force Majeure:** The Parties agree that neither Party will be liable for any failure or delay in performing a responsibility under this MOU that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, or omissions, changes in laws or regulations, national strikes, fire, explosion of availability of raw materials or energy, severe weather, and lack of the signal reach. For the avoidance of doubt, Force Majeure shall not include (a) nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
- 16. Entire Agreement:** This MOU contains the entire agreement of the Parties to this MOU with respect to the subject matter of this MOU and shall be deemed to supersede all prior agreements, whether written or oral; and the terms and provisions of all such prior agreements shall be deemed to have been merged into this MOU.
- 17. Severability:** If any provision of this MOU will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- 18. Termination:** The Parties agree that either Party may terminate this MOU with thirty (30) days advanced written notice of their intent to do so to the non-terminating party so long as grant activities are completed, or all grant funds are expended prior to the end of the grant term.
- 19. Headings:** The subject headings of the sections of this MOU are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- 20. Counterparts:** This MOU may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

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By signing, I agree to the Nitro Terms of Use and Consumer Disclosure

By the signatures below, this MOU has been executed on this day of 02/02/2021.

Signature*

Mark Newman, Excutor Director
Indiana Public Broadcasting Stations

William Reichhart | Superintendent

Knox Community Schools

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