



Science Consulting Services Agreement

This services agreement is entered into by and between Cereal City Science EUP consortium (the “PARTNERS”) and Education Transform, LLC (“EDUCATION TRANSFORM”), for the purposes of providing a science consulting service.

A. EDUCATION TRANSFORM Responsibilities and Scope of Work

See attached scope of work

B. PARTNERS Responsibilities.

See attached scope of work

C. Fees.

The PARTNERS agrees to pay EDUCATION TRANSFORM for science consulting services in the amount of \$9,000 for the support described in the scope of work.

Payment schedule shall be as follows:

\$4,500 by May 1, 2022

\$4,500 by June 30, 2022

D. Confidentiality.

To the extent EDUCATION TRANSFORM staff and agents have access to incidental student information while providing professional learning support, they shall adhere to all applicable provisions of state and federal law regarding the privacy, security, and confidentiality of student information, student educational records, and any protected health information, as defined in, but not limited to, the Family Education Rights and Privacy Act, FERPA, 20 U.S.C 1232g, the Health Information Portability Act, HIPPA, 42 U.S.C. §§ 300gg et seq., P.L. 104-191, and related regulations. This provision will survive the termination or expiration of this agreement.

E. Indemnification.

1. To the extent permitted by law, EDUCATION TRANSFORM agrees to indemnify, hold harmless and defend the PARTNERS, its officers, administrators, employees, contractors or agents against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, costs, expenses (including reasonable attorney’s fees), that the PARTNERS may incur as a result of any negligent or willful acts or omissions of Education Transform or any of its agents, subcontractors or employees, to the extent permitted by law and provided such actions are not caused by the sole negligence of the PARTNERS, its officers, administrators or employees.

2. To the extent permitted by law, the PARTNERS agrees to indemnify, hold harmless and defend EDUCATION TRANSFORM, its employees, contractors or agents against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, costs, expenses



(including reasonable attorney’s fees), that may incur as a result of any negligent acts or omissions of the PARTNERS, its officers, administrators, agents, contractors or employees.

F. Intellectual Property

Education Transform and the Partners share all copyright and other intellectual property rights to all the curriculum and related materials developed.

Education Transform retains all copyright and other intellectual property to professional learning, curriculum building and resource creation techniques.

G. Representations & Warranties

Education Transform makes no warranties, express or implied, for any equipment, software development, or services provided in connection with this agreement.

H. Termination

This agreement terminates on June 30, 2022.

This agreement can be voluntarily terminated by either party by providing written notice at least sixty (60) days in advance of termination. Upon receipt of such notification, Education Transform will make no further commitments and will take all reasonable actions to cancel outstanding obligations. Professional learning and development costs shall be refunded on a pro-rata basis reflecting actual expenses accrued up to time of termination.

I. Notices; Relationships

1. The individuals responsible for implementing this agreement, as well as those receiving official notices and correspondence regarding this agreement and any resulting supplemental agreements, on behalf of each party are:

Education Transform LLC
Dr. Israel Touitou
734-834-9787
Israel.touitou@gmail.com

Mr. Kevin St. Onge
EUP STEM Region Director
kevins@eupschools.org

2. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this agreement. None of the Parties intend to directly or substantially benefit a third party by this agreement. The Parties agree that there are no third-party beneficiaries to this agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this agreement.



3. Nothing contained in this agreement shall be deemed or construed for any purpose to establish, between the Parties, a partnership or joint venture, or a principal agent relationship. The Parties are independent entities.

J. Non-Discrimination

There shall be no discrimination in the implementation of this agreement or the providing of services by either of the Parties on the basis of race, age, creed, color, national origin, age, marital status, height, weight, veteran status, sexual orientation, covered disability, or any other characteristic protected from discrimination by applicable law. In this regard, each party shall be separately responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this agreement.

K. Entire Agreement

This agreement contains the entire agreement between the parties, superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this agreement shall be binding. This agreement may not be changed except by mutual agreement of the parties reduced to writing and signed.

L. Governing Law; Venue.

This agreement shall be construed in accordance with and governed by the laws of the State of Michigan, without regard to choice of law principles. Any action commenced by a party to enforce this agreement shall be brought in the Michigan Court of Claims.



For the PARTNERS

Print Name -

Date

For EDUCATION TRANSFORM

Israel

Dr. Israel Touitou, Founder

3.30.2022

Date