

Sent to Bertie 7/11/18

<b>CONTRACT REVIEW FORM ("CRF")</b>		BOARD MEETING DATE: WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
Date Submitted:		
Contract Initiator (Name of Person Overseeing the Contract): <u>Mary White / Kelly Mosley</u>		Telephone Number: <u>336-4502</u> <u>336-4500</u>
School/Department Submitting Contract: <u>CTE / 9002</u>		
Vendor/Contractor Name: <u>Unmanned Safety Institute</u>		
Contract Title: <u>Educational Curriculum Licensing Agreement</u>		
Contract Type: New <input type="checkbox"/> <u>Renewal</u> <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> Extension <input type="checkbox"/>		Date Original Contract Approved: <u>9/27/17</u> <span style="float: right;">Board Approved</span>
Contract Term: <u>1 yr.</u>		Renewal Option(s): <u>Annually by both parties</u>
Contract Cost: <u>3500<sup>00</sup> 8900<sup>00</sup></u> <u>see emails</u>		Payment Schedule (Monthly? Upon delivery? When finished?): <u>One-time payment upon ordering materials for program</u>
Funding Source: <u>Industry Certification Funds</u>		Purchase Requisition No.: <u>NA</u>
Strategic Plan Tie-in Explanation: <u>See attached</u>		
Pre-Approved by Superintendent or Designee? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Additional Information: <u>see attached.</u>		

**CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?**

- Completed Contract Review Form
  - SBAO Template Contract or other Contract (with all basic and mandatory terms)
  - SIGNED 2018 Addendum A (if not an SBAO Template Contract)\*
- \*This Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."
- Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:  
COI must list the School Board of Clay County, Florida as an Additional Insured  
 General Liability = \$1,000,000 Each Occurrence & \$2,000,000  
 Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000)  
 Workers' Compensation = \$100,000 Minimum  
 [If exempt from Workers' Compensation Insurance, vendor/contractor must provide Workers' Compensation coverage].

RECEIVED  
AUG 14 2018  
PURCHASING

Updated eff. date on page 1 on agreement 8/10/18

**Approvals**

<b>Purchasing Department</b>	Approved	Denie
Review Date:		
<b>Risk Management Department</b>	Approved	Denie
Review Date:		
<b>School Board Attorney</b>	Approved	Denie
Review Date:		
<b>Information &amp; Technology Dept.</b>	Approved	Denie
Review Date:		
<b>Other:</b>	Approved	Denie
Review Date:		

## Attachment to CRF for Unmanned safety institute

### Strategic Plan Tie-In:

Industry Certifications earned through secondary CTE programs and courses are an important component to Florida's education system. These nationally recognized certifications students earn equips them with employability skills which ultimately benefit state and local workforce needs in emerging occupations.

### Background/Discussion/Research:

USI provides flight safety education materials to students seeking the Small UAS Safety Certification (Operating drones). USI will train two teachers in the necessary credentials to instruct the students in the curriculum provided. USI provides online training, workbooks and testing upon program completion. This vendor was chosen because they previously provided this to students in Clay County through Embry Riddle University.



JOSEJMO-01

JSAMS

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
06/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cincinnati Insurance Company Cincinnati Customer Care Center P.O. Box 145496 Cincinnati, OH 45250-5496	<b>CONTACT NAME:</b> Jennifer Sams <b>PHONE (A/C, No., Ext):</b> (877) 687-1291 <b>E-MAIL ADDRESS:</b> CincinnatiCerts@cinfin.com	<b>FAX (A/C, No.):</b> (513) 881-8114
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Argus International Inc, 4240 AIRPORT RD STE 300 CINCINNATI, OH 45226-1622	<b>INSURER A :</b> Cincinnati Indemnity Company <b>NAIC #</b> 23280	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ENP 0135349	04/01/2018	04/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ENP 0135349	04/01/2018	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ENP 0135349	04/01/2018	04/01/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC 0481525	06/01/2018	06/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required )

<b>CERTIFICATE HOLDER</b> School Board of Clay County, Florida, is an additional insured with thirty (30) days' notice of policy/coverage cancellation.	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Jennifer Sams</i>
------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

*Jashua Oels*  
07/06/2018

## EDUCATIONAL CURRICULUM LICENSING AGREEMENT

This EDUCATIONAL CURRICULUM LICENSING AGREEMENT, entered into on Aug 1, 2018 ("Effective Date"), is between Unmanned Safety Institute, Inc. ("USI"), having its principal office at 1500 E Taylor Rd. Deland, FL 32724 and **Oakleaf High School** ("PARTNER"), having its principal place of business at **4035 Plantation Oaks Boulevard, Orange Park, FL 32065**.

This EDUCATIONAL CURRICULUM LICENSING AGREEMENT contains the terms and conditions for all services to be provided to the PARTNER under this Agreement. This EDUCATIONAL CURRICULUM LICENSING AGREEMENT together with any and all attachments ("Attachments") as referred to as the "Agreement."

USI and PARTNER may each be referred to herein as a "party" and collectively as the "parties."

### 1. PROGRAM OFFERINGS.

1.1. PARTNER will offer USI's education and certification programs outlined below in Section 1.2 to its students via personnel elected and employed by PARTNER.

1.2. The programs to be offered may include:

- i **Small UAS Safety Certification™ Program** – This is a comprehensive educational curriculum program designed for high schools, colleges and universities, and industry professionals who are interested in a career in unmanned aviation. The program includes 180 contact hours of education, and a 17-chapter textbook that is designed to supplement the course. This program is composed of four college-equivalent courses and is widely considered the most comprehensive body of aeronautical knowledge in the world. The American Council on Education (ACE) has awarded a "for credit recommendation" of 12 college credits for this program, which are accepted by over 2,000 colleges around the United States.

### 2. USI RESPONSIBILITIES.

2.1. USI shall provide PARTNER access to its digital learning management system (LMS) textbook or workbook materials for students, technical and instructor support, and issuance of student examinations for those wishing to obtain certification. Upon commencement of agreement, USI shall provide PARTNER with scheduling options for PARTNER employed instructors to receive their preparation and certification to instruct the acquired USI curriculum.

2.1.1. PARTNER instructors will be provided access to USI LMS instructor certification modules allowing for self-paced completion of the assigned courses in an accelerated format. Instructor training involves virtual workshop of video-conferencing with USI Master Instructors to complete the training. Upon completion of this training, instructor will earn their USI Certified Instructor credential for the course of study they wish to instruct.

2.2. USI shall manage student profiles and records (names and emails).

### 3. PARTNER RESPONSIBILITIES.

3.1. PARTNER shall offer and instruct the curriculum at a location designated by and under the control of PARTNER. At the designated location, PARTNER shall provide the necessary tools and resources to adequately present the material to students.

- 3.2. Additional training to certify instructors for VSO certification will take place at a location specified by the PARTNER, but this location must be approved by USI after an airspace assessment is completed. PARTNER will be responsible for identifying UAS platforms to incorporate into this training.
- 3.3. In the event USI personnel are invited to be present at any point during the instruction and presentation, PARTNER warrants that all workplace conditions to which USI employees and contractors will be exposed shall be in compliance with all laws and regulations applicable to PARTNER, and that the designated outdoor AO space shall be in compliance with all applicable Federal Aviation Administration ("FAA") Regulations including but not limited to Sections 331-336 of the FAA Modernization and Reform Act of 2012.
- 3.4. PARTNER, at its sole cost and expense, is responsible for any other purchases or leases of additional equipment PARTNER desires to incorporate into the instruction that is not required by USI.
- 3.5. The first PARTNER hosted class session shall commence at a date to be determined by PARTNER and continue according to PARTNER's existing academic calendar.
- 3.6. All students shall be enrolled by the PARTNER, who is responsible for providing student information to USI. PARTNER is responsible for payment to USI for all instructor and student materials and subsequent examinations.
- 3.7. PARTNER shall be responsible for marketing and promoting the program as well as designating instructors and recruiting students.

4. **TERM AND TERMINATION.**

- 4.1. This Agreement commences on the Effective Date for a period of one (1) calendar year, and shall govern the Services under any fully executed Amendment until the Services are terminated or complete
- 4.2. Unless otherwise provided in an Amendment, PARTNER or USI may, upon giving ninety (90) days prior written notice, terminate this Agreement for convenience in accordance with this Subsection 4.2. Unless otherwise provided in an Amendment, if PARTNER terminates this Agreement for convenience under this Subsection 4.2, then PARTNER will not be entitled to any reimbursement as payment is due prior to commencement of instruction.
- 4.3. In the event of a material breach by either party, the non-breaching party shall provide the other party with written notice and a ten (10) day opportunity to cure such breach prior to the actual termination.
- 4.4. In the event either party becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation, insolvency, or the appointment of a receiver or similar officer, makes an assignment for the benefit of all or substantially all of its creditors or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, the other party may immediately terminate this Agreement by giving written notice to the other party.

5. **PRICING.**

5.1. Upon execution of this Agreement, PARTNER shall be invoiced a down payment of Eight Thousand and Nine Hundred dollars (\$8,900.00) according to the following items:

- The bundled price for PARTNER to acquire the **Small UAS Safety Certification™** curriculum, approval to deliver to its students, Instructor credentialing, 55 workbooks, and 55 exam fees shall be Eight Thousand and Nine Hundred dollars (\$8,900.00) for One (1) Year
  - The price for PARTNER to obtain additional required workbooks over the 55 workbooks provided, shall be \$79 per workbook associated with the **Small UAS Safety Certification™**.
  - The price to PARTNER to obtain additional **Small UAS Safety Certification™** examinations seats over the 55 provided shall be ninety-nine dollars (\$99.00) per student.

Payment shall be required in full for PARTNER to receive all necessary access and materials.

6. **CONFIDENTIAL MATTERS AND PROPRIETARY ITEMS.**

6.1. During the course of this Agreement, each party may be given access to certain confidential and proprietary information that relates to the other's past, present, and future research, development, business activities, products, services, financial and business data, technical data, manuals, forms, records, trade secrets, methods, strategic plans, and sales and marketing information ("Confidential Information"). Each party agrees to protect the Confidential Information of the other party in the same manner that it protects the confidentiality of its own Confidential Information of like kind, but in no event will either party exercise less than reasonable care in protecting such Confidential Information. Unless authorized to do so in writing by an officer of the other party hereto, neither party nor any third party acting on its behalf, will for any reason at any time use or disclose to any person or party any Confidential Information of the other party hereto or affiliated companies, except to the extent necessary for the purposes under this Agreement and provided that the recipients of Confidential Information are bound by confidentiality requirements that are at least as restrictive as those contained herein. The obligation to keep such information confidential will not extend to: (i) information which is or becomes a matter of public record through no fault of receiving party, (ii) information which can be shown to have been legally disclosed to the receiving party by a third party without restrictions as to disclosure, and (iii) information which is independently developed without the use of the disclosing party's Confidential Information. Disclosure of Confidential Information will not be precluded if such disclosure is in response to a valid order of a court or other governmental body of the United States or is otherwise required to be disclosed by law, provided however, that the receiving party so required to disclose shall first give ten (10) days written notice, if allowed by law, to the disclosing party so that the disclosing party may seek an appropriate protective order.

6.2. In the course of performance hereunder, USI may use products, materials, tools and methodologies that are proprietary to USI or to third parties (collectively "Proprietary Items"). As between PARTNER and USI, Proprietary Items including all intellectual property rights contained therein, that are owned by USI are the Confidential Information of USI. PARTNER shall have no rights in USI Proprietary Items (or in any modifications or enhancements to them) other than to use them as part of the delivered Services.

7. **DATA SECURITY.** USI shall maintain reasonable: (i) safeguards against the destruction, loss or alteration of data provided by PARTNER to USI ("PARTNER Data"), (ii) safeguards against the unauthorized access to such PARTNER Data, and (iii) network and internet security procedures, protocols, security gateways and with firewalls with respect to such PARTNER Data in accordance with standard commercial practices.
8. **LIMITATION OF LIABILITY AND DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE TO EACH OTHER OR ANY THIRD PARTY FOR LOST PROFITS, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF THE BASIS OF THE CLAIM.**
9. **WORK PRODUCT.** In the event any work product (including but not limited to training materials, programs, software, designs, documentation, inventions, discoveries, ideas, processes, solutions, USI Proprietary Items and hardware) is produced, used or made by USI in the context of performing the Services hereunder ("Work Product") such Work Product and all copies thereof will not be deemed "work for hire" and will be owned exclusively by USI. USI hereby grants to PARTNER a non-exclusive, perpetual, non-assignable and non-transferable license to use the Work Product during the term of this Agreement. PARTNER shall take reasonable measures to guard against use of the Work Product by its employees, contractors and agents which is in any manner inconsistent with this limited license. The license granted hereunder will commence upon delivery of the Work Product, is subject to PARTNER's payment in full of the price for the Work Product, and will continue during the term of this Agreement unless USI provides written notice of a breach of this Section 9 of this Agreement by PARTNER and a ten (10) day opportunity to cure such breach, and then PARTNER fails to cure such breach, then this license shall be subject to cancellation upon written notice from USI to PARTNER. Cancellation for any reason pursuant to this Section 9 of this Agreement will not affect the sums due hereunder or any additional remedies provided by law or equity except to the extent limited by Paragraph 8. In no event will USI be precluded from developing for itself, or for others, materials which are competitive with, or similar to, the Work Product. In addition, USI shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing Services.
10. **USI's EXCLUSIVE WARRANTIES.**
  - 10.1. USI warrants that it will provide the Services and perform the responsibilities in a good and workmanlike manner in substantial compliance with this Agreement and the Exhibits.
  - 10.2. Each party represents and warrants that (i) it has the full right and authority to enter into this Agreement, perform its obligations under this Agreement, grant all of the rights granted by it under this Agreement; (ii) that the execution and delivery of this Agreement has been duly authorized; (iii) that it is in sound financial condition and can pay all of its debts as and when they become due; and (iv) that no approval or other action by a third party is required in connection with its execution and performance of this Agreement.
  - 10.3. USI hereby represents and warrants that it is the owner or authorized licensee of all Proprietary Items, including all intellectual property rights contained therein, used by USI and/or provided to PARTNER under this Agreement.
  - 10.4. **THE FOREGOING ARE THE EXCLUSIVE WARRANTIES OF USI REGARDING ITS SERVICES AND WORK PRODUCT UNDER THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION 10 OR IN AN ATTACHMENT, USI DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR**

**IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

11. **ADDITIONAL OBLIGATIONS.** Each party shall perform its obligations and conduct its business in compliance with federal, state and local laws, rules, orders and regulations applicable to its business, including, without limitation, all safety, health, and environmental regulations. The parties shall cooperate with each other, as reasonably requested, as needed for compliance with all laws, regulations and policies.
12. **RELATIONSHIP OF PARTIES.** The relationship between USI and PARTNER created by this Agreement is one of vendor (USI) and client (PARTNER) and under no circumstances is: (i) any employee or contractor of USI or PARTNER to be deemed an employee of the other party, and (ii) USI or PARTNER a legal agent or representative of, nor do they have the power to bind, assume or create any obligation or responsibility on behalf of the other party. Each party's resources will be subject solely to the control, supervision and authority of such party, except as otherwise set forth in this Agreement or as mutually agreed upon by the parties.
13. **ASSIGNMENT.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party except this Agreement may be assigned in whole without such consent to the successor in interest to substantially all of the business and assets of such party. Written notice of the assignment must be delivered to the other party prior to the date of such assignment. This Agreement will be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of the parties hereto.
14. **GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement will be governed by and construed under the laws of the State of Florida without regard to Florida conflicts of law principles. The parties agree that any suit, action or proceeding, arising out of or related to this Agreement, shall be instituted only in the common pleas court or the United States District Court located in Clay County, Florida. Each party expressly waives any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in such courts, and irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding.
15. **DISPUTE RESOLUTION.** In the event of any controversy, dispute or question arising out of, or in connection with, or in relation to, this Agreement or any Attachment, the parties will work together in good faith first, to resolve the matter internally by escalating the matter to higher levels of management within each party, and then if unsuccessful in resolving the controversy, dispute or question, to mediate the dispute within thirty (30) days after good faith attempts at internal resolution having failed, using a mutually agreed mediator or mediation service located in Clay County, Florida prior to resorting to litigation. In the event that the parties fail to resolve their issues through mediation, either party may resort to litigation subject to Section 17 above. Disputes involving non-payment, confidentiality obligations, non-compete obligations, hiring restrictions or intellectual property rights are excluded from this provision, in which case either party shall be free to immediately proceed to litigation subject to Section 17 above. All negotiations pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of Rule 408 of the Federal Rules of Evidence or any comparable state or country provision.
16. **SURVIVAL OF TERMS.** The following Sections of this Agreement will survive the termination of this Agreement: Sections 5 (Pricing and Revenue Sharing), 6 (Confidential Matters and Proprietary Items), 8 (Limitation of Liability and Damages), 9 (Grant of License in Work Product), 10 (Exclusive Warranties), 15 (Hiring Restriction), 17 (Governing Law), 18 (Dispute Resolution), 19 (Survival of Terms), 20 (Waiver), 21 (Notices), and 22 (Severability).



17. **WAIVER.** No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing signed by the party granting the waiver.
18. **NOTICES.** Any notice required or permitted to be given hereunder must be in writing to the party at such address indicated on the first page of this Agreement (or at such other address as such party specifies to the other party in writing) and will conclusively be deemed to have been received by its recipient: (i) on the same business day it is personally delivered, (ii) one (1) day after it is deposited for overnight delivery with a nationally recognized overnight delivery service, or (iii) if sent by certified mail postage prepaid and return receipt requested, such notice will conclusively be deemed to have been received on the third (3rd) business day after mailing. Notices shall be delivered to:

**For USI:**

Joshua L. Olds, President  
 Unmanned Safety Institute, Inc.  
 1500 E. Taylor Road  
 Deland, FL 32724

**For PARTNER:**

Orlando High School  
4035 Plantation Oaks Blvd.  
Orlando FL 32805  
 \_\_\_\_\_  
 \_\_\_\_\_

19. **SEVERABILITY.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions thereof or the whole of this Agreement, but such term or provision will be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent of the agreements of the parties herein set forth.
23. **FORCE MAJEURE.** Each party will be excused from performance under this Agreement for any period and to the extent that is prevented from performing any obligations pursuant to this Agreement, in whole or in part, as a result of a Force Majeure Event. If either party is prevented from, or delayed in performing any of its obligations under this Agreement by a Force Majeure Event, it shall promptly notify the other party of the occurrence of a Force Majeure Event and of the obligations which are delayed or prevented due to the Force Majeure Event. Such party shall continue to use reasonable efforts to recommence performance whenever and whatever extent possible without delay. A "Force Majeure Event" means the occurrence of an event or circumstance beyond the reasonable control of a party, provided that: (i) the non-performing party is without fault in causing or failing to prevent such occurrence and (ii) such occurrence cannot be circumvented through the use of commercially reasonable alternative sources, work around plans or other means.
20. **ENTIRE AGREEMENT.** This Agreement supersedes all proposals, negotiations, or discussions heretofore had between the parties related to the subject matter. This Agreement constitutes the complete agreement between the parties and will not be modified or amended without the prior written consent of both parties

The terms and conditions included in Addendum A shall be incorporated into this agreement. If there are any conflicts in the language provided in the agreement and that of Addendum A, then the language provided in Addendum A shall prevail.

**IN WITNESS WHEREOF**, USI and PARTNER are signing this Agreement on the dates set forth below and when signed by authorized personnel of both parties, shall become effective as of the Effective Date.

Signature: Joshua Olds

Name: Joshua L. Olds

Title: President

Date: 07/06/2018

Signature: Terry Connor

Name: TERRY CONNOR

Title: ASST SVPT. OF C+I

Date: 8-13-18

**“ADDENDUM A”  
TO  
TO CONTRACT WITH THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

*Notwithstanding any contractual language to the contrary, the terms and conditions of this “Addendum A” shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this “Addendum A” is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida (“Board”) shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools (“District”), and all Board officers and employees.*

**1. INDEMNIFICATION**

In addition to any other statutory or common law obligation to indemnify and defend the Board, Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees from and against any claim, loss, damage, penalty, or liability arising from any negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or agents relating to the performance of duties contemplated by or arising from the underlying contract. Such obligations of the Contractor/Vendor include the duty to defend the Board and its officers and employees from and against any claim, complaint, payment, penalty, or other liability arising from the negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or its agents. These obligations shall survive termination of the underlying contract.

**2. INSURANCE**

Unless otherwise specified in the underlying contract, Contractor/Vendor shall maintain throughout the term/duration of the contract (and any authorized renewal periods) the following insurance policies providing at least the minimum amounts shown:

1. General Liability Policy:  
    \$1,000,000.00 per occurrence  
    \$3,000,000.00 aggregate
2. Auto Liability Policy:  
    \$1,000,000.00 combined single limit  
    \$5,000,000.00 charter or common carrier
3. Worker’s Compensation Policy:  
    \$100,000

*Note: To the extent that Contractor/Vendor is statutorily or otherwise legally exempt from Worker’s Compensation insurance obligations, Contractor/Vendor must execute a Release and Hold Harmless Agreement in a form acceptable to the Board.*

Each insurance policy shall be obtained from an insurance carrier rated as “A-” or better, under a policy approved for use in the State of Florida. Further, unless otherwise agreed to by the Board, such insurance policy shall contain evidence/endorsement for physical and sexual abuse and molestation coverage. Each Certificate of Insurance

("COI") shall name the School Board of Clay County, Florida, as an additional insured and the policy must unconditionally entitle the Board to thirty (30) days' notice of policy/coverage cancellation.

**3. RESERVATION OF SOVEREIGN IMMUNITY**

No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the Board's liability beyond that which is set forth in section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the Board's sovereign immunity from suit, or to require the Board to indemnify Contractor/Vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the Board. The Board expressly reserves all other protections and privileges related to its sovereign immunity.

**4. GOVERNING LAW AND VENUE**

The underlying contract and this "Addendum A" shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. Further, the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have exclusive jurisdiction to enforce the terms of and adjudicate any disputes arising from the underlying contract and this "Addendum A."

**5. LEVEL II BACKGROUND SCREENING**

Contractor/Vendor represents and warrants to the Board that it is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Contractor/Vendor agrees to comply with all requirements of the above-cited statutes and background screening(s) at its own expense, and shall provide the Board with proof of clearance/compliance upon request. Contractor/Vendor agrees that its duty to defend, hold harmless, and indemnify the Board extends to any liability, damages, penalties, and costs which result from its failure to comply with the requirements of this provision.

**6. INDEPENDENT CONTRACTOR**

The services and/or products provided by Contractor/Vendor pursuant to the underlying contract are rendered to the Board in the capacity of an independent contractor. Accordingly, Contractor/Vendor is not authorized to assume or create any obligations or responsibility (expressed or implied) on behalf of the Board. Nothing contained in the underlying contract shall be construed as creating an employer-employee or principal-agent relationship or a joint venture between Contractor/Vendor and the Board. In this regard, neither Contractor/Vendor nor its officers, employees, or agents shall be deemed to be employed by the Board for purposes of taxes or contributions levied by, under, or in accordance with any federal, state, or local laws with respect to employment or compensation for employment.

**7. PUBLIC RECORDS**

Contractor/Vendor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance duties imposed by the underlying contract. Accordingly, in addition to all other Public Records obligations, Contractor/Vendor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under the contract ("Contract Data") which come within the definition of a "public record" under Chapter 119.
- b. Provide to the Board, upon its request and free of charge, a copy of each record which Contractor/Vendor seeks to produce in response to a public records request.
- c. Ensure that Contract Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its contractual obligations, transfer to the Board, at no cost to the Board, all Contract Data in the Contractor's/Vendor's possession or otherwise keep and maintain such data as required by law.

All records transmitted to the Board must be provided in a format that is compatible with the Board's information technology systems. Any failure to comply with this provisions shall constitute a default and material breach of the underlying contract by the Contractor/Vendor, which may result in immediate termination by the Board without penalty to the Board.

IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE UNDERLYING CONTRACT, CONTRACTOR/VENDOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: [PRR@myoneclay.net](mailto:PRR@myoneclay.net)

#### **8. STUDENT RECORDS**

Notwithstanding any provision to the contrary contained in the underlying contract, Contractor/Vendor, its officers, employees, and agents shall fully comply with the requirements of the Family Education Rights and Privacy Act, sections 1002.22 and 1002.221 of the Florida Statutes, and all applicable laws and regulations regarding the confidentiality of personally identifiable student information and records. Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees for any violation of this covenant. This provision shall survive the termination of the underlying contract and shall be binding upon Contractor/Vendor until such time as any claim arising from a breach of this covenant is barred by any applicable statute of limitations. In the event of a breach of security as defined by section 501.171 of the Florida Statutes, Contractor/Vendor shall notify the Board immediately, but no later than ten (10) calendar days following such security breach. Additionally, Contractor/Vendor shall fully cooperate, at its own expense, with the Board and assist the Board with all remedial efforts, required notifications, and any other obligations arising from or related to such a security breach.

**9. PAYMENT TERMS AND CONTINGENCIES**

Unless otherwise required by law, the Board's payment obligations (if any) arising from the underlying contract are contingent upon an annual appropriation by the Board and the availability of funds to pay for the contracted goods and/or services provided. If such funds are not appropriated or made available for the underlying contract and results in its termination, such conditions/events shall not constitute a default by the Board.

Contractor/Vendor shall be paid in accordance with the Local Government Prompt Payment Act upon submission of invoices to the District after delivery and acceptance of the goods and/or services provided. Where required, an original invoice referencing a District purchase order number shall be submitted for payment to the District's Accounts Payable Department, 814 Walnut Street, Green Cove Springs, Florida 32043.

***Contractor/Vendor agrees to the foregoing terms and conditions of this "Addendum A" as evidenced by the following signature of its authorized representative as of the date indicated below:***

Signature: Joshua Olds

Printed Name: Joshua Olds

Title: President

Date: 07/06/2018