

# CODE.ORG FACILITATION SERVICES AGREEMENT - 2018-2019

**THIS AGREEMENT** is between Code.org, a Washington nonprofit corporation and its successors or assignees (“Code.org”), located at 1501 4th Avenue, Suite 900, Seattle, WA 98101, and the undersigned \_\_\_\_\_ (“Facilitator”), as of \_\_\_\_\_.

**1. Engagement of Services.** Code.org is engaging Facilitator’s services for the purpose of providing facilitation services (“Facilitation”) for in-person teacher-focused Workshops to prepare them to teach computer science classes. Subject to the terms of this Agreement, Facilitator will, to the best of his/her ability, render these facilitation services as set forth herein. Facilitator agrees to exercise the highest degree of professionalism, and to utilize his/her expertise to facilitate these Workshops according to Code.org’s specifications. Facilitator may not assign, subcontract, or otherwise delegate his/her obligations under this Agreement.

**2. Relationship.** Nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Facilitator is an Independent Contractor and not the agent of Code.org. Facilitator is not authorized to make any representation, contract, or commitment on behalf of Code.org. Facilitator will not be entitled to any of the benefits which Code.org may make available to its employees. Facilitator will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Facilitator’s performance of services and receipt of fees under this Agreement. Code.org will report amounts paid to Facilitator to the Internal Revenue Service as required by law, but will not withhold or make payments for Social Security; make unemployment insurance or disability insurance contributions; or obtain worker’s compensation insurance on Facilitator’s behalf. Facilitator hereby agrees to indemnify and defend Code.org against any and all such taxes or contributions, including penalties and interest.

## **3. Indemnification.**

**3.1 Indemnification of Code.org.** Facilitator will indemnify and hold harmless Code.org, its officers, directors, employees, sublicensees, customers and agents from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys’ fees and court costs) which result from a breach or alleged breach of any representation or warranty of Facilitator (a “Claim”) set forth in this Agreement, as well as any liability or loss resulting from judgments or claims for personal injury, including death, and property damage against them arising out of the activities to be carried out pursuant to the obligations of this Agreement, provided that Code.org gives Facilitator written notice of any such Claim and Facilitator has the right to participate in the defense of any such Claim at its expense.

**3.2 Indemnification of Facilitator.** Code.org will indemnify and hold harmless Facilitator from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys’ fees and court costs) which result from a breach or alleged breach of any representation or warranty of Code.org (a “Claim”) set forth in this Agreement, provided that Facilitator gives Code.org written notice of any such Claim and Code.org has the right to participate in the defense of any such Claim at its expense.

## **4. Termination.**

**4.1 Termination.** Either Code.org or Facilitator may terminate this Agreement at any time, with or without cause, upon thirty (30) days’ prior notice to the other party. This Agreement may also terminate immediately, and without advance notice to the other party upon the other party’s material breach of this Agreement, as outlined in Section 4.2.

**4.2 Material Breach.** Failure to professionally and fully complete the agreed upon activities by either Facilitator or Code.org may constitute a breach of this Agreement.

**5. Duties and Compensation.** Facilitator will perform for Code.org the duties and be compensated for

them as described in the attached Exhibit A.

## **6. Confidential Information.**

**6.1 Protection of Information.** Facilitator agrees at all times during the term of the Relationship and thereafter, to hold in strictest confidence, and not to use, except for the benefit of Code.org to the extent necessary to perform Facilitator's obligations to Code.org under the Relationship, and not to disclose to any person, firm, corporation or other entity, without written authorization from Code.org in each instance, any Proprietary Information (as defined below) that Facilitator obtains, accesses or creates during the term of the Relationship, until such Proprietary Information becomes public and widely known and made generally available through no wrongful act of Facilitator or of others who were under confidentiality obligations as to the item or items involved. Facilitator further agrees not to make copies of such Proprietary Information without the permission of Code.org.

**6.2 Proprietary Information.** Facilitator understands that "**Proprietary Information**" means information and physical material not generally known or available outside Code.org and information and physical material entrusted to Code.org in confidence by third parties. Proprietary Information includes, without limitation: (a) trade secrets, Intellectual Property, mask works, ideas, processes, improvements, discoveries, developments, designs, techniques, formulas, source and object codes, data, and programs (hereinafter collectively referred to as "**Intellectual Property**"); and (b) information regarding plans for research, development, new products, marketing, business plans, budgets and unpublished financial statements and data, licenses, prices and costs; (c) information regarding Code.org employees, other Code.org Facilitators, teachers, students, schools, and school districts, including names, contact information, and any other personal or educational data; and (d) other business information disclosed to Facilitator by Code.org either directly or indirectly, whether in writing, electronically, orally or by observation. Notwithstanding the other provisions of this Agreement, nothing received by Facilitator will be considered to be Code.org Proprietary Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (2) it has been rightfully received by Facilitator from a third party without confidential limitations; or (3) it has been independently developed for Facilitator by personnel or agents having no access to Code.org Proprietary Information.

**6.3 Personal Information.** Facilitator understands that they must have a legitimate business reason that is related directly to furthering Code.org's education-focused mission to access Personal Information of Code.org users. If any Personal Information regarding Code.org users is accessed, Facilitator is required to comply with the Code.org Privacy Notice at <http://www.code.org/privacy>, and to treat any Personal Information of Code.org Users as Confidential Information.

**6.4 Third Party Information.** Facilitator understands that Code.org has received and will in the future receive from third parties confidential or proprietary information ("**Third Party Information**") subject to a duty on Code.org's part to maintain the confidentiality of such information and use it only for certain limited purposes. Facilitator agrees to hold Third Party Information in confidence and not to disclose to anyone (other than Code.org personnel who need to know such information in connection with their work for Code.org) or to use, except in connection with Facilitator's work for Code.org, Third Party Information unless expressly authorized in writing by an officer of Code.org.

**6.5 Other Rights.** This Agreement is intended to supplement, and not to supersede, any rights Code.org may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

**7. Notice of Limited Exclusion Pursuant to RCW 49.44.140(3).** Facilitator understands that this Agreement does not apply to Intellectual Property for which no equipment, supplies, facility or trade secret information of Code.org were used and that were developed entirely on his/her own time.

## **8. General Provisions.**

**8.1 Governing Law.** This Agreement will be governed and construed in accordance with the laws of the State of Washington.

**8.2 Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**8.3 Notices.** All notices, requests and other communications under this Agreement must be in writing, and must be emailed, mailed or delivered by hand to the party to whom such notice is required or permitted to be given. If emailed, receipt of said email must be acknowledged by the receiving party for the sending party to consider that notice has been duly given. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. The mailing address for notice to either party will be the address shown on the signature page of this Agreement. Either party may change its mailing address by notice as provided by this section.

**8.4 Survival.** Sections 3, 4 and 6 shall survive termination of this Agreement.

**8.5 Waiver.** No waiver by Code.org or Facilitator of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by Code.org or Facilitator of any right under this Agreement shall be construed as a waiver of any other right.

**8.6 Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. The terms of this Agreement will govern all Project Assignments and services undertaken by Facilitator for Code.org. In the event of any conflict between this Agreement and a Project Assignment, the Project Assignment shall control, but only with respect to the services set forth herein.

**8.7 Speaking on Behalf of Code.org.** Code.org must follow certain rules to maintain its charitable status. If Facilitator speaks at public events or with the media, Facilitator must not use their status as a Code.org Facilitator to promote their business or other organizations, ideas, products, or services that are unrelated to Code.org and its products and services. In addition, Code.org cannot endorse candidates for political office, so if Facilitator plans to participate in any activities that endorse a candidate for political office, Facilitator may do so as an individual but not serving as a Code.org Facilitator.

**9. Voluntary Execution.** Facilitator certifies and acknowledges that Facilitator has carefully read all of the provisions of this Agreement, that Facilitator understands and has voluntarily accepted such provisions, and that Facilitator will fully and faithfully comply with such provisions.

**In Witness Hereof,** the parties have caused this Facilitator Services Agreement to be executed by their duly authorized representative.

**CODE.ORG**

**FACILITATOR**



By:

By:

Name: Michelle Page  
Title: Chief Financial Officer  
Address: 1501 Fourth Avenue, Suite 900  
Seattle, WA 98101

Name:  
I need to update my address on file  
Address: