

PACT LICENSE

THIS PACT LICENSE ("License") is made this 16th day of October 2018 ("Effective Date"), by and between Home Builders Institute, a District of Columbia nonprofit corporation ("HBI") whose address is 1201 15th Street, NW, Sixth Floor, Washington, D.C. 20005 and Santa Rosa County District Schools, a school district ("Licensee") whose address is 5086 Canal Street, Milton, FL 32570.

This License is made under the following circumstances:

A. HBI operates various programs which are designed to train individuals with significant barriers to employment and others in various crafts in the construction industry. HBI offers a program to prospective employees in the construction industry ("Students") known as the Pre-Apprenticeship Certificate Training ("PACT Program") in which, among other things, HBI provides an Instructor Guide ("Guide") and a Student Workbook ("Workbook") and Flash Drive with all PDF files and Instructor Resource Library to assist in training Students to qualify for the PACT Certificate, an industry recognized credential accepted by the U.S. Department of Labor issued by HBI ("Certificate") which qualifies Students to obtain employment in the construction industry throughout the United States.

B. Licensee desires to offer the PACT Program to Students in its area which, among other things, requires HBI to train the instructors employed by Licensee to offer the PACT Program.

C. HBI has caused the Guide and Workbook to be copyrighted and the names and brands utilized by HBI to be trademarked.

D. Subject to the terms of this License, HBI authorizes Licensee to offer the PACT Program and utilize the Guide, Workbook and Instructor Resource Library. In addition HBI will train Instructors identified by Licensee which Instructors are reasonably acceptable to HBI.

E. Licensee agrees to adhere to all federal, state and local laws and regulations concerning work site safety, workers compensation, discrimination in the workplace and all other relevant requirements while using HBI training materials under this License.

NOW, THEREFORE, based upon the covenants, agreements, warranties and representations of this Licensee, HBI and Licensee agree as follows:

1. License. HBI hereby grants to Licensee a non-exclusive license, without the right to sublicense or assign, and subject to and in accordance with the terms contained in this License, to use the Guide and Instructor Resource Library and make it available to instructors approved by HBI and provide the Workbook to Students which may be copied for distribution in hardcopy form. Licensee may only use HBI approved instructors ("Instructors") to provide the PACT Program to Students. HBI will be available for up to two business days to train two Instructors to provide the PACT Program ("Technical Assistance"). HBI will charge a \$500.00 Instructor Training and Certification fee for each additional staff requested by Licensee. Licensee will reimburse HBI for related travel expenses which include transportation, travel costs, lodging, and meals for each HBI representative. Travel Costs are subject to change, but shall be approximately equal to the per diem amount reimbursed by the Federal Government to its

employees required to travel in the performance of their jobs. HBI will train additional Instructors retained by Licensee during the Term, after the initial training of Instructors. In addition to the foregoing, Licensee will reimburse HBI \$500.00 per day plus travel expenses which include transportation, travel costs, lodging, and meals for each HBI representative. Travel Costs are subject to change, but shall be approximately equal to the per diem amount reimbursed by the Federal Government to its employees required to travel in the performance of their jobs.

2. Term. This License shall be for a term of one (1) year (“Term”). Upon mutual agreement of HBI and Licensee, this License may be extended for one (1) additional year (“Extended Term”). The Licensee may extend the term for additional years at HBI’s prevailing rate for such license extension. The extended Term shall be on the same terms and conditions contained in this License except the fee paid by Licensee to HBI for the first one year Extended Term shall be \$2,000.00 which the parties agree prior to the commencement of the Extended Term. The Term shall commence on the Effective Date.

3. HBI Fees. In return for the Technical Assistance, use of the Guide, Instructor Resource Library and Workbook, review of prospective Instructors and Students, and ongoing assistance from time to time, for the Term of this License, Licensee shall pay to HBI a nonrefundable fee of \$7,500.00 in one installment for the year, of which \$6,000.00 is the fee required to participate in the PACT program and \$1,500.00 for the contract of HBI’s services during the Term. The payment shall be made within thirty (30) days after Licensee’s receipt of the invoice issued by HBI for such installment. For Extended Term, except the first one year Extended Term, Licensee shall pay to HBI the amount to which HBI and Licensee agree prior to the beginning of the Extended Term, on the terms of payment to which both parties agree.

4. Student Fee. Licensee may offer the PACT Program during the Term for profit or not for profit. The amount Licensee charges each Student to receive the PACT Program shall receive prior approval by HBI, which approval shall not be unreasonably withheld.

5. Territory and Costs. Licensee may only offer the PACT Program to Students acceptable to HBI, which acceptance shall not be unreasonably withheld. The PACT Program may only be offered by Licensee in the Milton Standard Metropolitan Statistical Area in which the principal office of Licensee is located. Licensee shall pay all the costs incurred to present the PACT Program including, without limitation, rent, wages of Instructors and cost printed materials.

6. Tools and Materials. HBI shall furnish to Licensee a printed Workbook and a printed Guide together with a Flash Drive containing PDF copies of the Guide and Workbook (the “PACT Flash Drive”) and Instructor Resource Library. HBI shall also provide access to the PACT Program Certificate ordering system to each of Licensee’s Instructors. All tools, materials, equipment and supplies necessary to offer the PACT Program, including, without limitation, copies of the Workbook, construction materials and building sites remain the responsibility and cost of Licensee.

7. Use and Distribution of Materials. During the Term, Licensee shall be permitted to copy and distribute the Guide and Instructor Resource Library to HBI approved Instructors, and the Workbook to HBI approved Students, through hardcopy print-outs and electronic assessments only within the direct organization holding this License. Licensee shall not offer, provide, or distribute electronic, digital, or computer access (whether on the internet, or any other means) to the Guide, Instructor Resource Library, and Workbook, or any other materials

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8. Violation of Copyright. Licensee shall not copy the Guide under any circumstances. Licensee may copy the Workbook in order to provide copies to Students in hardcopy form. Upon completion of the PACT Program, Licensee shall return the Guide and PACT Flash Drive to HBI within 10 days of completion of the PACT Program. Licensee may, at its option, keep the Workbook and allow Students to retain the Workbook and related materials.

9. Instructors. Licensee shall select people which have at least five (5) years trade experience to be Instructors. HBI shall identify the staff members of Licensee authorized to issue the Certificates. In order to retain PACT Instructor Certification, the PACT Instructor must teach one complete PACT class and certify at least one student during the term of this agreement. Failure to comply with above provision will result in expiration of Certification and will require re-certification. See section 10 of this agreement for costs and conditions.

10. Books and Records. Licensee shall give HBI complete access to all records and materials generated by the Licensee in the presentation of the PACT Program, including without limitation, evaluations of Students participating in the PACT Program. The information maintained by Licensee in connection with the PACT Program, shall be true and correct. Licensee and Instructors shall follow the curriculum established in the PACT Program. HBI shall have the right to observe Instructors as they present the PACT Program. Licensee shall, during the Term, maintain PACT Program skill achievement records sufficient to document Student competency along with other records that Licensee uses for documentation of construction training related to the PACT Program. HBI, or its designated agent, shall have the right, during normal business hours during the Term and for a period of three (3) years after the expiration or termination of the Term, to inspect, review, or audit such books and records of Licensee. Licensee shall give HBI access to the presentations of the PACT Program and the books and records produced by Students, Instructors and Licensee in the PACT Program during normal business hours.

11. Reporting. Licensee shall report quarterly to HBI data on its program results to include, but not limited to, numbers of student enrollments, number of student completions, and number of certificates issued. This report shall be sent to HBI within thirty days of the end of each calendar quarter.

12. No Solicitation. HBI and Licensee shall be independent contractors. Licensee shall not employ any person who is, or has been within the preceding year, an employee of HBI. Similarly, HBI shall not employ any person who is, or within the preceding year been, an employee of Licensee. HBI and Licensee shall each maintain separate business operations, books and records. HBI shall have no right to act on behalf of or bind Licensee in any manner. Licensee shall have no right to act on behalf of or bind HBI in any manner. During the Term,

any Extended Term, and thereafter, HBI may provide the PACT Program to other persons, organizations and firms. Neither HBI nor Licensee shall not, either directly or indirectly, through any person, entity, or by any other means (i) induce or attempt to induce any employee of the other party to leave the employ of the party or in any way interfere with the relationship between the party and any employee thereof, or (ii) hire any person who was an employee of the other party at any time during the Term or within one (1) year after the end of the Term.

13. Confidentiality. Licensee will hold in confidence all documents, records, materials and all other information it receives from HBI in connection with the PACT Program (whether received before or after the date of this License), including the Guide and Workbook, provided, however, Licensee shall be permitted to provide the Workbook to Students in hardcopy only. At the request of HBI, Licensee, except as provided herein, shall return to HBI all copies of nonpublic documents and materials that have been furnished to Licensee, including the Guide, Workbook, and PACT Flash Drive ("Confidential Materials"). Confidential Materials shall not be communicated, distributed, or provided to any third party. The obligation of Licensee to treat Confidential Materials in confidence shall not apply to any information which (i) is or becomes available to Licensee from a source other than HBI, (ii) is or becomes available to the public other than as a result of disclosure by Licensee or its agents, or (iii) is required to be disclosed under applicable law or judicial process, but only to the extent it must be disclosed. Notwithstanding the foregoing, in the event that Licensee is required to disclose any Confidential Materials or information by applicable law, judicial process or rule of governmental agency, it is agreed that Licensee shall provide HBI with prior notice of such requirement and HBI may seek an appropriate protective order if it so desires.

14. Termination. If either party defaults in the performance of, or compliance with, any term or condition of this License, the other party may terminate this License. The non-defaulting party shall give the defaulting party prompt written notice of any default under this License and termination of this License shall be effective thirty (30) days from the date the non-defaulting party sends such notice, unless, within thirty (30) days of the date notice is sent, the defaulting party has corrected or cured the default or if the non-defaulting party is satisfied that the defaulting party has taken appropriate action likely to affect such correction within a reasonable time, in the sole discretion of the non-defaulting party. The non-defaulting party may, at its option, terminate this License including, without limitation, all the rights hereunder. Upon termination by HBI, Licensee shall remain obligated to pay any and all amounts due hereunder to HBI, including, without limitation, the remaining installments of the Certificate Fee, and shall return to HBI all materials in accordance with the terms hereof.

15. Indemnification.

A. By HBI. HBI hereby indemnifies and holds Licensee and its directors, officers, employees and agents harmless from and against any and all liabilities, losses, claims, damages, costs and expenses (including court costs and reasonable attorney's fees) incurred by one or more of such parties and arising from or connected with HBI's services, duties and obligations hereunder except where such liabilities, losses, claims, damages, costs or expenses are solely attributable to the negligent act or omission or intentional misconduct of Licensee or its directors, officers, employees or agents. In all cases, HBI's liability shall be limited to the PACT Program fee paid by Licensee.

B. By Licensee. Licensee hereby indemnifies and holds HBI and its directors, officers, employees and agents harmless from and against any and all liabilities, losses, claims, damages, costs and expenses (including court costs and reasonable attorney's fees) incurred by one or more of such parties and arising from or connected with Licensee's duties and obligations hereunder except where such liabilities, losses, claims, damages, costs or expenses are solely attributable to the negligent act or omission or intentional misconduct of HBI or its directors, officers, employees or agents.

16. Notice. Any notices or other communications required or permitted under this License shall be sufficiently given if in writing and (i) hand-delivered, including delivery by courier service, (ii) sent by facsimile, (iii) sent by email or similar system, or (iv) sent by certified mail, return receipt requested, postage prepaid, addressed to the recipient at the address stated below, or to such other address as the party may substitute by written notice to the other party during the Term. If the notice is sent by facsimile or email, it must be properly addressed, reflecting the following facsimile phone number or email address, respectively, of the addressee:

If to HBI:	Home Builders Institute 1201 15 th Street, NW, Sixth Floor Washington, D.C. 20005 Attention: John A. Courson (202) 266-8999 (Facsimile) jcourson@hbi.org (Email)
If to Licensee:	Santa Rosa County District Schools 5086 Canal Street Milton, FL 32570 Attention: Charlin Knight (850)983-5067 (Facsimile) KnightC@santarosa.k12.fl.us (Email)

Licensee Accounts Payable Contact:

Attention: Chastity Mitchell
(850)983-5058 (Phone)
MitchellC@santarosa.k12.fl.us (Email)

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17. Severability. Should any provision of this License be determined to be invalid for any reason, such invalidity shall not affect the validity of any other provisions, which other provisions shall remain in full force and effect as if this License had been executed with the invalid provision eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this License without including therein any such provision which may for any reason be hereafter determined invalid. Whenever possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License or the application of any such provision to any party or circumstance shall be held to be prohibited by or invalid, illegal, or unenforceable under applicable law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this License. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this License, a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible. Notwithstanding the foregoing, if any such determination materially and adversely affects either party, the parties shall negotiate in good faith to modify this License to the fullest extent permitted by applicable law so as to affect their original intent as closely as possible to the end that the transactions contemplated hereby are fulfilled and consummated to the maximum extent possible.

18. Assignment. No party may assign any of its rights under this License, except with the prior written consent of the other party. All assignments of rights are prohibited under this License, whether they are voluntary or involuntary, by change of control, merger, consolidation, dissolution, operation of law, or any other manner. For purposes of this Section:

- i. “change of control” refers to a change in control of 50% or more of the party; and
- ii. “merger” refers to any merger in which a party participates, regardless of whether it is the surviving or disappearing entity.

Any purported assignment of rights or delegation of performance in violation of this License is void.

19. Governing Law. This License shall be construed in accordance with and governed by the laws of the District of Columbia.

20. Counterparts. This License may be executed in counterparts, all of which taken together shall constitute one agreement binding on all the parties, notwithstanding that all the parties are not signatories to the original or the same counterpart. The parties shall become bound by this License only when all parties have executed a counterpart of this License.

21. Expenses. Each party hereto will pay all costs and expenses incident to its negotiation and preparation of this License and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants.

22. Gender, Plural. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms. The singular form of nouns, pronouns and verbs shall include the plural and vice versa.

23. Submission to Jurisdiction. The parties hereby irrevocably submit in any suit, action or proceeding arising out of or related to this License or any of the transactions contemplated hereby or thereby to the jurisdiction of the United States District Court for the District of Columbia and the jurisdiction of any court of the District of Columbia. The parties hereto waive any and all objections to jurisdiction that they may have under the laws of the District of Columbia or the United States.

24. Third Party Beneficiaries. None of the provisions of this License shall be for the benefit of or enforceable by any creditors of the parties.

25. Waivers. Any term of this License may be waived, or the time for its performance may be extended, by the party or parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this License if, as to any party, it is authorized in writing by an authorized representative of such party. The failure of any party hereto to enforce at any time any provision of this License shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this License or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this License shall be held to constitute a waiver of any other or subsequent breach.

26. Captions. The captions of the paragraphs of this License have been inserted only for the purpose of convenience and such captions are not a part of this License and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this License.

LICENSEE:

HBI:

Santa Rosa County District Schools

Home Builders Institute

By: _____
Diane Scott, Board Chairperson

By: _____
John A. Courson, President/CEO