



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE: 2018-03-06 10:05 - School Board Operational Meeting

Special Order Request  
 Yes  No

ITEM No.:  
 II-1.

AGENDA ITEM: ITEMS

Time

CATEGORY: II. OFFICE OF THE SUPERINTENDENT

DEPARTMENT: Office of Chief of Staff

Open Agenda  
 Yes  No

TITLE:  
 Agreement between the Office of the Commissioner of Major League Baseball and The School Board of Broward County, Florida

**REQUESTED ACTION:**  
 Approve the Agreement between the Office of the Commissioner of Major League Baseball and The School Board of Broward County, Florida (SBBC).

**SUMMARY EXPLANATION AND BACKGROUND:**  
 In honor of the victims and to show support in the healing process for the survivors of the Marjory Stoneman Douglas High School (MSDHS) tragedy that occurred on February 14, 2018, Major League Baseball players wore MSDHS caps for the first Spring Training games of 2018. The signed caps will be auctioned off to raise charity proceeds for the victim's families. To ensure appropriate use of the District's proprietary brand and logo, it is necessary for the Board to approve the Agreement.  
 This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.  
 This Agreement will be executed by the Office of the Commissioner of Major League Baseball after School Board approval.

**SCHOOL BOARD GOALS:**  
 Goal 1: High Quality Instruction  Goal 2: Continuous Improvement  Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
 There will be a positive financial impact to the District. The fund amount is undetermined as proceeds from the various auctions are still ongoing. The charity proceeds will be distributed to the Broward Education Foundation, which is serving as a victim's fund for families.

**EXHIBITS: (List)**  
 (1) Consent and Release

**BOARD ACTION:**  
**APPROVED**  
 (For Official School Board Records Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Jeffrey S. Moquin	Phone: 754 321-2650
Name:	Phone:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title  
 Jeffrey S. Moquin - Chief of Staff

Approved In Open Board Meeting On:

MAR 06 2018

Signature  
 Jeffrey S. Moquin  
 2/27/2018, 12:38:09 PM

By: *Nora Rupert*  
 School Board Chair

## **CONSENT AND RELEASE**

In exchange for valuable consideration, the receipt of which is acknowledged, the undersigned identified in Schedule 1 ("Licensor") hereby grants to the MLB Club identified in Schedule 2 ("Club"), on its own behalf and on behalf of the "MLB Entities" (as defined below), the rights to use the intellectual property identified in Schedule 3 ("IP") for the period of time identified in Schedule 4 ("Term") and for the use detailed in Schedule 5

Licensor acknowledges that it shall have no right of approval of the Use, including inclusion of the IP therein, and hereby releases Club, Major League Baseball Properties, Inc., MLB Advanced Media, L.P., the Office of the Commissioner of Baseball, the Major League Baseball member clubs, the MLB Network, LLC, and such entities' respective current, former and future owners, general and limited partners, members, shareholders, affiliates, directors, officers, employees, agents, representatives, contractors, sponsors, licensees, advertisers, and telecast partners (collectively, "MLB Entities") from any claim of right in respect of the Use of the IP during the Term.

Licensor represents and warrants that: (i) the individual signing this Agreement has the full right and authority to enter into this Agreement; (ii) the consent or permission of no other person or entity is necessary to grant the rights granted herein; (iii) the Use will not violate any copyright, trademark or service mark, proprietary right, common law or other right of any third party, or violate any applicable law; (iv) it has not and will not grant any rights to any third party that might limit, diminish, or impair the rights granted under this Agreement; and (v) it will indemnify and hold harmless the MLB Entities from and against any and all loss, costs, liability, damages, or claims of any nature, including, but not limited to, attorneys' fees, arising from any breach or alleged breach of this Agreement, including the representations and warranties contained herein.

Any dispute, claim or cause of action arising out of or in any way related to this Agreement shall be settled by mandatory, confidential, final and binding arbitration held in New York and administered by the American Arbitration Association in accordance with its then current commercial arbitration rules. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of the other party. Any award and any judgment confirming it only applies to the arbitration in which it was awarded and cannot be used in any other case except to enforce the award itself. The arbitrator will have no authority to award punitive, consequential or other monetary damages not measured by the prevailing party's actual damages, except as may be required by statute. Either party also may, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction located in New York County, New York State, any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal.

**Schedules 1 – 5 to Consent and Release**

- Schedule 1: **The School Board of Broward County, Florida as operator of Marjory Stoneman Douglas High School (MSDHS)**
- Schedule 2: Office of the Commissioner of Major League Baseball
- Schedule 3: Marks in connection with MSDHS Eagles Baseball Team – “SD”
- Schedule 4: Friday, February 23, 2018 and Saturday, February 24, 2018
- Schedule 5: A. The IP will be included in the following: Logo and sewn on to jersey, cap or other apparel
- B. The item featuring the IP will be offered at auction with proceeds going toward the Broward Education Foundation, which benefits the official Stoneman Douglas Victims' Fund.

ACCEPTED AND AGREED:

**FOR LICENSOR:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By *Nora Rupert*  
Nora Rupert, Chair

*Robert W. Runcie*  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

*[Signature]* 02/26/18  
Office of the General Counsel