



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

E-4.

MEETING DATE 2020-07-21 10:05 - Regular School Board Meeting

AGENDA ITEM ITEMS

CATEGORY E. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT Procurement & Warehousing Services

Special Order Request
 Yes No

Time

Open Agenda
 Yes No

TITLE:

Recommendation to Approve Agreement - FY21-102 - Unity Computer Science-Spatial Computing Program

REQUESTED ACTION:

Approve the recommendation for the above Agreement. Contract Term: July 21, 2020 through August 3, 2021, One (1) Year; User Department: Career, Technical, Adult and Community Education (CTACE); Award Amount: NONE; Awarded Vendor(s): Unity Technologies ApS; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:

The Teacher Professional Development program is hosted by Unity ApS, to virtually train Broward high school computer science teachers to become Unity Certified Users so that they may successfully instruct and prepare students to earn the same Unity Industry Certification during the 2020-2021 school year. A four (4) day virtual professional development program for approximately thirty (30) teachers. This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no financial impact. The Agreement resulted in cost avoidance of \$12,000 for the District.

EXHIBITS: (List)

(1) Executive Summary (2) Financial Analysis Worksheet (3) Agreement

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Guy Barmoha

Phone: 754-321-2119

Name: Mary C. Coker

Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature

Maurice Woods

7/16/2020, 4:05:53 PM

Electronic Signature

Form #4189 Revised 07/25/2019

RWR/ MLW/MCC/GB:kg

Approved In Open Board Meeting On:

JUL 21 2020

By:

School Board Chair

EXECUTIVE SUMMARY

Recommendation to Approve Agreement FY21-102 – Unity Computer Science-Spatial Computing Program

Introduction

Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the agreement between Unity Technologies ApS and The School Board of Broward County, Florida (SBBC), for one (1) year, starting July 21, 2020 and expires on August 3, 2021. The agreement will provide virtual, instructor-led training that will enable SBBC's teachers to teach, instruct, and prepare students to earn their Unity Certification during the 2020-2021 academic year.

The Agreement resulted in a cost avoidance of \$12,000 for the District.

Goods/Services Description

Responsible: Career, Technical, Adult and Community Education (CTACE)

The Teacher Professional Development program, hosted by UTECH, to virtually train Broward high school computer science teachers to become Unity Certified Users so that they may successfully instruct and prepare students to earn the same Unity Industry Certification during the 2020-2021 school year. A four (4) days virtual professional development program for approximately thirty (30) teachers.

Procurement Method

Responsible: PWS

Pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and Purchasing Policy 3320, Section II, G, the requirement for requesting competitive solicitation for commodities or contractual services from three (3) or more sources is hereby waived as for the SBBC's purchase of educational services.

Financial Impact

Responsible: PWS and CTACE

The Agreement resulted in a cost avoidance of \$12,000 for the District.

PROFESSIONAL DEVELOPMENT TRAINING AGREEMENT

This Professional Development Training Agreement ("Agreement") is entered into and made effective as of July 21, 2020 (the "Effective Date"), by and between **Unity Technologies SF**, a California corporation with its principal place of business at 30 3rd St., San Francisco, CA 94103, on behalf of itself and its Affiliates ("UTECH" or "Unity") and The School Board of Broward County, Florida, a body corporate and political subdivision with its principal office at 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301 ("SBBC").

WHEREAS, UTECH is the developer of "Unity" branded products, which currently include a rendering engine, animation system and tools, workflows and editor, and other products and related services; and

WHEREAS, SBBC is a district of public schools serving Broward County, Florida, and is the sixth largest public-school-system in the nation; and

WHEREAS, the parties wish to enter this Agreement to provide virtual, instructor-led trainings by UTECH enabling SBBC's teachers to teach Create with Code and become Unity Certified Users so that they may successfully instruct and prepare students to earn the same Certification during the 2020-2021 academic year; and

WHEREAS, pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived for SBBC's purchase of educational services.

NOW THEREFORE, in consideration of the mutual obligations and covenants set out herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

- 1.1. "**Affiliate**" means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party. As used herein, "control" means the power to direct the management or affairs of an entity, and "ownership" means the beneficial ownership of 50% or more of the voting equity securities or other equivalent voting interests of the entity.
- 1.2. "**Certification**" means the certification exam services and related materials provided by the third-party vendor Certiport.
- 1.3. "**Create with Code**" means the UTECH program/course for teaching and learning computer science with C# language and Unity development.
- 1.4. "**Course**" means the self-paced, online courseware created by Unity and licensed to SBBC pursuant to this Agreement. All Unity Courses are subject to separate online terms and conditions between Course participants and Unity available at: <https://unity3d.com/legal/terms-of-service/self-paced-courseware>.
- 1.5. "**Full-Day**" means a total of six (6) hours of trainings, workshops, and/or discussions to be separated into two (2) three (3)-hour sessions.
- 1.6. "**Marks**" means the logo and trademarks as provided separately by one party to the other party, together with any accompanying artwork, design, slogan, text, and other collateral marketing signs of that party and/or images (including video or other moving images).
- 1.7. "**Materials**" means the documentation, content, and materials owned by or licensed to UTECH, provided by UTECH or its licensors in electronic or physical form to SBBC and the Participants under this Agreement.
- 1.8. "**Participants**" means the SBBC teachers participating in this Program.
- 1.9. "**Practice Test(s)**" means the practice exam(s) provide by UTECH or its licensor for Participants to complete before taking the UCU Exam.
- 1.10. "**Program**" means the entire Professional Development Training program between UTECH and SBBC under this Agreement.

- 1.11. "Term" means as set out in Section 6.1.
- 1.12. "Training Plan" means the detailed plans for the Program set forth in Exhibit A.
- 1.13. "Unity Certified" means the status of completion of required Unity Course and relevant exam to be certified by Unity.
- 1.14. "Unity Products" means UTECH's development editor and engine software offering comprising Unity Pro, any licensed add-on products or platforms, as well as the educational materials provided under this Agreement.
- 1.15. "UCU Exam" means Unity Certified User Exam subject to the terms and conditions available at: <https://unity3d.com/legal/terms-of-service/certification-program>.

2. UTECH Obligations.

- 2.1. Workshops. UTECH shall provide three (3) Full-Day virtual training workshops from July 28, 2020, to July 30, 2020 ("Workshops") pursuant to the schedule and details set forth in Exhibit A.
- 2.2. Follow-Up Session. Upon completion of the Workshops, UTECH shall provide one (1) virtual Full-Day follow-up session consisting of discussions, troubleshooting, Practice Test(s) and Question and Answer on August 6, 2020 ("Follow-Up Session"). For clarity, Participants will take the one (1) hour UCU Exam during this Follow-Up Session.
- 2.3. Course and Materials. Unity shall provide Participants access to the Create with Code Course and the Practice Test(s). UTECH shall also provide all Materials created by UTECH or its licensor associated with this Program, including but not limited to the Workshops' curriculum and the Create with Code classroom curriculum.
- 2.4. License. Subject to the terms of this Agreement, UTECH grants to SBBC a limited, non-exclusive, non-transferrable, non-sublicensable license to use the Unity Products and Materials for the sole purpose of completing the Program under this Agreement.
- 2.5. Support. UTECH agrees to support SBBC in managing the independent work component of the Program and highlighting target deadlines for completion of key milestones.

3. SBBC Obligations.

- 3.1. Program Participation. SBBC shall supply and manage the participation of ten to twenty-five (10 - 25) teachers as Participants who are prepared to actively participate in the full Program by completing the following:
 - 3.1.1 Completion of pre-training independent work as described in Exhibit A prior to the Workshops;
 - 3.1.2 Participation in the Workshops;
 - 3.1.3 Completion of the homework as described in Exhibit A after the Workshops; and
 - 3.1.4 Participation in the Follow-Up Session.

In addition, SBBC shall ensure all Participants have reviewed and agreed to the terms and conditions applicable to this Program between UTECH and Participants as outlined in Section 1.4 and Section 1.15.

- 3.2. Purchase of Certification. SBBC shall purchase at its own cost through the third-party vendor Certiport, independent of UTECH, the UCU Certification for each Participant who completes 3.1.1-3.1.3 under Section 3.
- 3.3. Location and Logistics. SBBC shall supply the location/room for the Workshops and the Follow-Up Session, as well as all necessary logistics arrangement including but not limited to the following: provide appropriate equipment for each Participant computer, installed software (*Unity version 2019 Long Term Solution (LTS)*), and internet connectivity
- 3.4. Feedback and Testimonials. Both parties acknowledge and agree that UTECH provides the trainings and Materials to SBBC and its Participants for free. In exchange, SBBC shall provide UTECH feedback and/or testimonials from the Participants in the form later agreed by the parties. SBBC shall be responsible for obtaining all required consents, approvals, and/or legal documentations from the Participants under applicable law to deliver such feedback and testimonials.

- 3.5. Acknowledgement of Ownership. SBBC agrees and acknowledges that all right, title, and interest in and to the Unity Products and Materials, including UTECH Marks, Confidential Information and any and all other content, plan, documentation, materials, or things supplied by UTECH to SBBC under this Agreement, shall be and shall remain vested in UTECH. SBBC shall maintain UTECH's copyright and trade-mark notices on the Unity Products and Materials and will not alter, erase, deface, or overprint any such notice on anything provided by UTECH.
- 3.6. Public Records. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. UNITY shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, UNITY shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. UNITY shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if UNITY does not transfer the public records to SBBC. Upon completion of the Agreement, UNITY shall transfer, at no cost, to SBBC all public records in possession of UNITY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If UNITY transfers all public records to SBBC upon completion of the Agreement, UNITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If UNITY keeps and maintains public records upon completion of the Agreement, UNITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

- 3.7. SBBC Disclosure of Education Records. Although no student education records shall be disclosed pursuant to this Agreement, should UTECH come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. This training will be provided online and not at school or district locations.
- 3.8. SBBC Disclosure of Employee Records.
- (a) SBBC will provide UTECH the employee records listed in this section for the purposes below:
- 1) For UTECH trainer(s) to deliver professional development at the appropriate level based on the teacher's experience.
 - 2) For teachers to be trained on how to use the UTECH spatial computing program for eventual certification.
 - 3) For UTECH to obtain photographs of SBBC employees and quotes/testimonials for marketing purposes
- (b) SBBC will provide UTECH with the following employee records:
- 1) First and last name
 - 2) School location
 - 3) Course information
 - 4) Experience with Unity software program or any other comparable software programs
 - 5) Photograph of employee (with prior consent)
 - 6) Quote/testimonial of employee (with prior consent)
- (c) Written consent will be obtained prior to Unity using SBBC teacher's name, photograph or quote/testimonial for marketing purposes.
- (d) This training will be provided online and not at school or district locations.
- 3.9. UTECH Safeguarding Confidential Employee Records. Notwithstanding any provision to the contrary within this Agreement, UTECH shall:

- (a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;
- (b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;
- (c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement;
- (d) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;
- (e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@SBBCschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- (f) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and
- (g) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

4. **Publicity and Marketing Activities.**

- 4.1. **Publicity.** The parties shall work together in good faith and mutually agree on press releases, blog posts and other publicity regarding the announcements of this Program. In addition, SBBC agrees to be highlighted on UTECH's website as a "Lighthouse" School District partner implementing Unity into their curricula. SBBC also agrees to be featured in potential press release, marketing and informational collateral explaining the benefits of this Program.
- 4.2. **UTECH Marks Licenses.** UTECH grants to SBBC the non-exclusive right to use and display, UTECH Marks and Unity Products, and any related marketing materials provided by UTECH in connection with this Agreement, without modification (except for scaling and/or cropping as may be necessary), solely in marketing campaigns and materials, presentations and press releases for the announcements concerning this Agreement. SBBC's use and display of the UTECH Marks shall adhere to the UTECH Branding Guidelines and UTECH may revoke SBBC's right to use and display the UTECH Marks if SBBC violates those guidelines.
- 4.3. **SBBC Marks License.** SBBC grants to UTECH the non-exclusive right to use and display the SBBC Marks and any related marketing materials provided by SBBC, without modification, (except for scaling as may be necessary) solely for marketing campaigns, materials and presentations to fulfill UTECH's obligations under this Agreement. UTECH's use and display of the SBBC Marks shall adhere to the guidelines issued by the SBBC and SBBC may revoke UTECH's right to use and display the SBBC Marks if UTECH violates those guidelines. Any publicity that involves identifiable employee information, consent will be obtained.

5. **Confidentiality.**

- 5.1. **Confidential Information.** For purposes of this Agreement "**Confidential Information**" means: (a) the Unity Products (b) any non-public data or information disclosed by one party or its Affiliates (the "**Discloser**") to the other party (the "**Recipient**") that is marked "confidential" or "proprietary" at the time of disclosure or which the Recipient should reasonably know to be confidential given the nature of the data or information and the circumstance of disclosure.
- 5.2. **Exceptions.** The obligations set forth in Section 5.3 will not apply to any information that: (a) is or becomes generally known to the public through no fault of or breach of this Agreement by the Recipient; (b) is rightfully known by the Recipient at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the Recipient without use of the Discloser's Confidential Information; or (d) is rightfully obtained by the Recipient from a third party without restriction on use or disclosure.
- 5.3. **Obligations.** Except as expressly permitted by this Agreement, the Recipient will:

(a) not disclose the Discloser's Confidential Information except (i) to the employees or contractors of the Recipient to the extent that they need to know that Confidential Information for the purpose of performing the Recipient's obligations under this Agreement, and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section 5.3; or (ii) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the Recipient will promptly notify the Discloser of such obligation;

(b) use the Discloser's Confidential Information only for the purpose of performing Recipient's obligations under this Agreement; and

(c) use all reasonable care in handling and securing the Discloser's Confidential Information and employ all reasonable data security measures that the Recipient ordinarily uses with respect to its own confidential information of similar nature and importance.

5.4. Return of Confidential Information. Except as otherwise expressly provided in this Agreement, the Recipient will return to the Discloser, and destroy or erase all of the Discloser's Confidential Information in tangible form, upon the expiration or termination of this Agreement, and the Recipient will promptly certify in writing to the Discloser that it has done so.

6. **Term and Termination.**

6.1. Term. This Agreement will commence on the July 21, 2020 and conclude on August 3, 2021 ("Term"), and may be subject to a one (1) year extension by a written amendment signed by both parties.

6.2. Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days' written notice to UTECH of its desire to terminate this Agreement. Either party may terminate this Agreement at any time upon written notice to the other party if the other party breaches any material term hereof and fails to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching party. However, if said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Nothing in this section shall be construed to preclude termination for convenience.

6.3. Effects of Termination. Upon termination of this Agreement or expiration of the Term, SBBC shall cease all use of the Unity services provided under this Agreement and use of the Centre of Excellence title, and so certify in writing. UTECH shall have no support, marketing, or other obligations upon expiration or termination of the Agreement.

6.4. Survival. After termination or expiration of this Agreement, the following Sections will survive: Sections 1, 3, 4, 5, 6, 7, 8, 9 and 10.

7. **Representations; Disclaimer of Warranties.**

7.1. UTECH's Representations & Warranties. UTECH makes the following representations and warranties to SBBC:

(a) Use of UTECH's Marks, as directed by UTECH, on and in connection with this Agreement, will not infringe any trademark rights of others.

(b) UTECH has full corporate power to enter into this Agreement, to carry out its obligations hereunder and to grant the rights herein granted to SBBC.

7.2. SBBC's Representations & Warranties. SBBC makes the following representations and warranties to UTECH:

(a) Use of SBBC Marks, as directed by SBBC, will not infringe any trademark rights of others.

(b) SBBC has obtained all of the consents or approvals as set forth in Section 3.4 of this Agreement.

(c) SBBC has full corporate power to enter into this Agreement, to carry out its obligations hereunder and to grant the rights herein granted to UTECH.

7.3. UTECH Indemnification. UTECH agrees to indemnify, hold harmless and defend SBBC from all third party claims, defense costs (including reasonable attorneys' fees), settlements, judgments and other expenses arising out of or

on account of the alleged infringement or violation of any patent, copyright, trademark, or trade secret with respect to the Unity Marks. The rights granted to SBBC under this Section 7.3 shall be SBBC's sole and exclusive remedy for any alleged infringement of any intellectual property rights of any third party.

- 7.4. **UTECH Indemnity Exclusions.** Notwithstanding the terms of Section 7.3, UTECH will have no liability for any infringement or misappropriation claim of any kind to the extent that it results from: (a) modifications to the Unity services made by a party other than UTECH; (b) the combination, operation or use of the Unity services with equipment, devices, software or data not supplied by UTECH if a claim would not have occurred but for such combination, operation or use; (c) UTECH's compliance with any designs, specifications or plans provided by SBBC; or (e) SBBC's use of the Unity services other than in accordance with this Agreement.
- 7.5. **SBBC Indemnification.** SBBC agrees to indemnify, hold harmless and defend UTECH and its Affiliates from all third party claims, defense costs (including reasonable attorneys' fees), judgments, settlements and other expenses arising out of the following: (i) any alleged facts or circumstances that, if true, would constitute a breach of SBBC's obligations of this Agreement only to the extent caused by SBBC's or its employees' acts of negligence when acting within the scope of their employment, or (ii) any willful misconduct or gross negligence of SBBC and its agents, employees, contractors, licensees or permittees, up to the limits of Section 768.28, Florida Statutes.
- 7.6. **Disclaimer.** Except for the express warranties in this Section 7, neither party or its licensors make any other warranties, relating to the Unity Products, express nor implied. Both parties and their licensors disclaim and exclude any and all implied warranties, including but not limited to implied warranties of merchantability or fitness for a particular purpose. SBBC shall not make any warranty, express or implied, on behalf of UTECH or related to the Unity Products.

8. **Limitation of Liability.**

IN NO EVENT WILL EITHER PARTY OR THEIR AFFILIATES OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, UTECH'S TOTAL LIABILITY TO SBBC UNDER THIS AGREEMENT IS LIMITED TO US\$100 (ONE HUNDRED UNITED STATES DOLLARS).

9. **General Provisions.**

- 9.1. **Assignment.** SBBC shall not assign or transfer this Agreement without UTECH's prior written consent except to an Affiliate that is capable of fulfilling SBBC's obligations under this Agreement, and any attempts by SBBC to assign without UTECH's approval are void.
- 9.2. **Choice of Law Venue.** This Agreement, and any claim, controversy or dispute arising under or related to it, are governed by the laws of the State of Florida. Any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.
- 9.3. **Notices.** Any notice required by this Agreement will be one (1) day after pick-up by the courier server when sent by overnight courier, properly addressed and prepaid. All communications will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Section. Either party may change its address for notices under this Agreement by giving written notice to the other party by the means specified in this Section. A copy of any notice sent to UTECH shall also be sent (and notices shall not be deemed as delivered until such copy is sent) to:

Unity Technologies SF
30 Third Street
San Francisco, CA 94103
Attn: General Counsel

A copy of any notice sent to SBBC shall also be sent (and notices shall not be deemed as delivered until such copy is sent) to:

The School Board of SBBC County, Florida,
1701 NW 23rd Avenue
Fort Lauderdale, FL 33311
Attn: Director, Career, Technical, Adult and Community Education

- 9.4. Waiver and Severability. A party's delay or failure to exercise a right or remedy will not result in a waiver of that right or remedy. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and will be construed so as to most nearly reflect the parties' intent with respect to such provision.
- 9.5. Integration; Modification; Conflicts. This Agreement is the entire, final and exclusive agreement between the parties regarding its subject matter. This Agreement replaces all prior agreements, communications and representations between the parties regarding its subject matter. This Agreement may be changed only by a written amendment signed by all parties.
13. Insurance Requirements. Unity shall comply with the following insurance requirements throughout the term of this Agreement:
- (a) General Liability. Unity shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
 - (b) Professional Liability/Errors & Omissions. Unity shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.
 - (c) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.
 - (d) Verification of Coverage. Proof of the required insurance must be furnished by Unity to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit Unity to remedy any deficiencies. Unity must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.
 - (e) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:
 - 1) The School Board of SBBC County, Florida, its members, officers, employees and agents are added as additional insured.
 - 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of SBBC County, Florida.
 - 3) Certificate Holder: The School Board of SBBC County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.
 - (h) Cancellation of Insurance. Unity is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.
 - (i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

15. Miscellaneous.

- (a) Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion,

sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

(b) Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

(c) Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

(d) Incorporation by Reference. **Exhibit A** attached hereto and referenced herein is incorporated into this Agreement by reference.

(e) No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(f) No Third-Party Beneficiaries. 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. To clarify, UTECH Affiliates shall not be construed as third parties in this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

(g) Independent Contractor. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

(h) Compliance with Laws. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

(i) Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

(j) Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

(k) Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

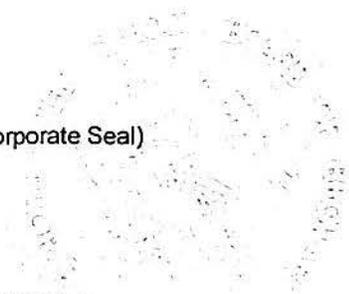
(l) Agreement Administration. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

(m) Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

(n) Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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(Corporate Seal)

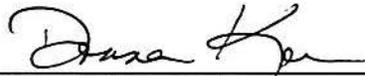


ATTEST:


Robert W. Runcie, Superintendent of Schools

FOR SBBC:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Donna P. Korn, Chair

Approved as to Form and Legal Content:



Digitally signed by Maya Moore
Reason: Unity Technologies SF
Agreement
Date: 2020.07.16 12:20:35
-04'00'

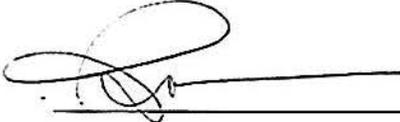
Office of the General Counsel

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FOR UNITY:

(Corporate Seal)

ATTEST:



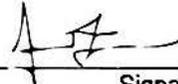
Secretary

-or-

Witness

Witness

UNITY TECHNOLOGIES SF

By  _____
Signature

Printed Name: Jessica Lindl

Title: VP of Education

Exhibit A

Training Plan

For the purpose of this Agreement and this Exhibit A, "PD" means "Professional Development."

Prior to the Workshops (7hrs): Start on July 23, 2020 and complete before the Workshops

	Agenda
PD Prep (7hrs)	<ul style="list-style-type: none"> • Complete "Getting Started" unit, installing 2019 LTS (30 mins) • Complete Unit 1 - Player Control (6h 30 mins) • Watch Teacher Training after they have completed Unit 1 (support email provided in case they get stuck or have questions)

Virtual Workshops (3 Full-Days / 18hrs): July 28, 2020 – July 30, 2020, 11am – 5:30pm EST

	Agenda
PD Day 1A: Orientation (3hrs)	<ul style="list-style-type: none"> • PD Intro (PD agenda, goals, expectations, etc.) • Review Syllabus, Scope & Seq, and course structure /resources (step 4) - (have curriculum printed out) - see step 3 and 4
PD Day 1B: Implementation options (3hrs)	<ul style="list-style-type: none"> • Experiment w/ implementations (Lesson 2.1) <ul style="list-style-type: none"> ◦ Steps 1-3 (Teacher-led), Steps 4-5 (Video-led), Steps 6-7 (Independent), Step 8 (Video-led) • Based on experience with Lesson 2.1, discuss and agree on best implementation to attempt for Lesson 2.2 (see section 2 here) • Experiment with chosen option (Lesson 2.2)
PD Day 2A: Solidify Lesson Implementation (3hrs)	<ul style="list-style-type: none"> • Feedback on learning experience for 2.2 • Complete Lesson 2.3 • Complete Lesson 2.4
PD Day 2B: Challenges, Quizzes, & Labs (3hrs)	<ul style="list-style-type: none"> • Complete Challenge 2 (in pairs) and discuss the best way to implement in the classroom • Complete Quiz 2 and discuss the best way to implement in the classroom • Complete Lab 2 and discuss the best way to implement in the classroom, including understanding the role of Labs in the course
PD Day 3A: Logistics, Wrap-up, Next Steps (3hrs)	<ul style="list-style-type: none"> • Discuss best practices for classroom logistics, specifically regarding tech and how potential challenges will be overcome (e.g. installation, submitting and grading work, groupwork, etc.) • Outline of next steps and follow-up PD. • Discuss Course Configuration options (pg. 3) (but not set in stone yet) • Answer any questions and feedback on training
PD Day 3B: Logistics, Wrap-up and Next Steps (3hrs)	<ul style="list-style-type: none"> • Outline of next steps and follow-up PD - Discuss Course Configuration options (pg. 3) (but not set in stone yet) • Answer any questions and feedback on training

Homework (26hrs+): Start after the Workshops and complete before the Follow-Up Session

	Agenda
Complete the Course (25+hrs)	<ul style="list-style-type: none"> • Complete Unit 3, 4, 5, and 6 • Complete own personal project • Where applicable, take notes on curriculum • If possible, take practice exam

Follow-Up Session (Full-Day / 6hrs): August 6, 2020, 11am – 5:30pm EST

	Agenda
Share experience and Projects (2hrs)	<ul style="list-style-type: none"> • Opportunity to share experience and ideas that emerged while taking the course with fellow participants • Opportunity to share personal Projects (optional)
Troubleshooting Practice Test (1hr)	<ul style="list-style-type: none"> • Discuss the most common issues they experienced when going through the course • Review Troubleshooting flowchart and practice Troubleshooting broken projects as a group
Lunch Break	
Troubleshooting Practice Test (1hr)	<ul style="list-style-type: none"> • Discuss the most common issues they experienced when going through the course • Review Troubleshooting flowchart and practice Troubleshooting broken projects as a group
Take the exam (1hr)	<ul style="list-style-type: none"> • Take the UCU Exam • Project post-mortem discussion on Exam
Final Q & A (1hr)	<ul style="list-style-type: none"> • Opportunity for final lingering questions from participants • Make sure everyone has a clear path to teach content at start of semester