

Memorandum of Understanding

Between

High School Technology Services

(HSTS)

and

HacDC

(Partner)

This Memorandum of Understanding (MOU) sets for the terms and understanding between the (HSTS) and the (Partner):

Whereas, HSTS is to provide the Partner with:

- Course online advertisements in Google.com website using Google Ads;
- Experienced instructors to teach courses;
- Manage student course registration and classes;
- Develop course curricula and manage students assignment;
- List Partner name in HSTS's marketing materials or website;

Whereas, The Partner is to:

- Provide HSTS with its Google Ad account info and use HSTS as a Google Ad advertising consultant;
- Provide space during normal business hours (Monday through Thursday from 9 am-5pm) to the HSTS;
- Process student payments;
- Add HSTS provided codes for the course page to Partner's website;
- List HSTS name in Partner's website;

Purpose

The goal of this MOU is to train students who are young adults (18+) on how to use computer and teach them essential information technology skills necessary to succeed in their future career.

Funding

This MOU requires the Partner to provide \$8,000.00 each month in Google Ad credit to HSTS for marketing and advertisement of HSTS courses. Any individual who registers for an HSTS course and pays the enrollment fee via the Partner site (which is not subsequently refunded) shall be deemed as "Referral." The total price paid by an individual for a course is deemed as "Revenue." The HSTS will be given 75% of Revenue generated from Partner's Referrals. Revenue sharing payments from Partner to HSTS under this arrangement will be made on a monthly basis.

Duration

This MOU may be modified by mutual consent of authorized officials from both parties. The Term of this MOU shall commence on and shall continue until it is terminated on the June 1 2018. This MOU is renewable each year based upon consensus from the two parties.

Release

(a) Both parties agree and understand that this Agreement does not create any joint venture or new business entity between the parties. That means, HSTS is and shall remain an independent entity pursuant to this agreement. HSTS shall not be considered an employee or agent of the Partner for any purpose. (b) Neither party shall be liable for any damages of any kind, including but not limited to consequential, indirect, incidental or special damages arising out of this MOU, even if such party has been advised of the possibility of such damages. Both parties agree to hold harmless the other party, its subsidiaries, successors, employees and agents for any and all liability potentially arising out of this MOU. (c) All information including, without limitation, names, emails, etc., that are collected from participants during this collaboration shall be owned and retained by HSTS. (d) Any information, data or content, including but not limited to account credentials, that is shared between the parties shall be held confidential during and after this collaboration by the receiving party. (e) The party who shares info and/or any contents such as course info to another shall maintain the ownership of such contents during and after this collaboration. (f) All information shared between the parties shall be considered proprietary and confidential unless otherwise noted in writing by the sharing party.

Contact Information & Signature

HSTS
HSTS representative
Position: Company Admin
Address: 1612 K St NW, Ste 510, Washington DC, 20006
Telephone 240-200-6131
E-mail matt_zand@myhsts.org

_____ Date:
(name & signature)

Partner
Partner representative
Position
Address
Telephone
E-mail
_____ Date:
(name & signature)