

Technology Funding Agreement

This Agreement ("Contract" or "Agreement") is made and entered into as of November 27, 2018, between New Hope Technology Foundation ("New Hope"), One Valentine Lane, Chapel Hill, NC 27516, and Palouse Prairie Educational Organization ("School"), PO Box 9511, Moscow, Idaho 83843.

Recitals:

WHEREAS, New Hope is in the business of providing technology planning, strategic technology funding assistance, and E-Rate form preparation and compliance; and School is a Public Charter School providing K-12 education to the children in its serving area,

WHEREAS, School is eligible for the receipt of E-Rate funding from the Federal Communications Commission and in order to meet the requirements of eligibility seeks assistance from New Hope in the preparation of applications and associated documents and the administration and regulatory compliance of and with the e-Rate program.

NOW, THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound hereby, the parties agree as follows:

I. Scope of Work

- A. The School agrees to retain New Hope as its contractor to perform all work set forth herein and in **Attachment A** to this Contract on the terms and conditions set forth herein.
- B. New Hope will act as the School's agent for E-Rate and will process the E-Rate applications through the administrative and regulatory approval process, including the Schools and Libraries Division (SLD) of the Federal Communications Commission (FCC). Management and responses to administrative appeals of adverse decisions, if any, are included in the engagement.
New Hope represents that it possesses the qualifications, resources, and experienced and qualified personnel to provide such services.
- C. New Hope will perform all work associated with the E-Rate application process beginning with the E-Rate application deadline following the signing of this Agreement and until the School and New Hope cancel this Agreement by giving written notice to each other by June 30th of each year. New Hope will also handle all aspects of any appeal from prior E-rate funding years if requested by the School at no additional charge to the district.
- D. New Hope will not directly perform any legal service for the School, but will retain an experienced regulatory attorney for its own use if needed.

II. Term

The term of this Agreement shall commence upon the date first set forth above and shall expire on June 30th of the first year in which New Hope files for E-Rate funding. The Agreement will be renewed for subsequent years unless the School or New Hope cancels



the Agreement by giving written notice by June 30th of each year. Cancellation of the Agreement shall not eliminate the obligation of the School to pay fees due on applications that might have been filed by New Hope prior to the notice of cancellation with E-Rate which might not have yet been approved. In the event such applications are approved by E-Rate subsequent to cancellation, fees earned on such approved applications will be payable according to the terms of this Agreement.

III. District's Payment Obligation to New Hope

New Hope's fee for its services is 5% (a \$250 minimum) of the approved funding, provided however, that payment of New Hope's fee shall occur as follows:

New Hope's fee is due when an SLD Funding Commitment Decision Letter (FCDL) is issued.

If an adverse SLD decision is appealed, final payment shall be made when the School is notified that the appeal has been successful.

All fees are due and payable at New Hope's office in Chapel Hill, NC.

IV. Independent Contractor

The parties acknowledge and agree that New Hope is an independent contractor.

V. Mutual Cooperation

Time is of the essence in performing all work under this Agreement. The Parties shall cooperate with each other in the performance of their services hereunder, including securing and providing all information and data in a timely manner so that all filings are completed as due.

VI. Confidentiality

- A. The Parties agree that all financial, statistical, or proprietary information provided by either Party, one to the other, or to the School will be kept confidential.
- B. New Hope agrees that any technical, or marketing information owned or used by the School and designated as proprietary under this Agreement shall not be used without the written consent of the School.
- C. The School agrees that any technical or marketing information owned or used by New Hope, including this Agreement, and designated as proprietary under this Agreement shall not be used without the written consent of New Hope.



VII. Assignment

Neither party may assign this Contract or any right or interest herein, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

VIII. Miscellaneous

- A. Any amendment, supplement, or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties.
- B. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.
- C. The WHEREAS and NOW THEREFORE clauses and paragraph headings are not solely for convenience, but in fact demonstrate the interpretation to be accorded this Agreement.
- D. All agreements and covenants herein are severable, and in the event any of them is held to be invalid by any competent court, the Agreement will be interpreted as if such invalid agreements or covenants were not contained herein. The parties further agree that in the event such portion is an essential part of this Agreement, they will immediately begin negotiations for a replacement.
- E. New Hope will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of their obligations hereunder.
- F. No waiver by any party of the breach of any term or provision of the Agreement will be construed to be a waiver of any proceeding or succeeding breach of the same or any other term or provision.
- G. It is agreed that this Agreement shall be interpreted under the laws of the State of North Carolina and any action brought in a court of law to enforce this Agreement or any portion of it shall be brought in the State of North Carolina, Orange County.
- H. New Hope will receive no fees or other remuneration of any kind from any other party except the school district with which it is contracted.

IX. Limitation of Liability

New Hope will not be held responsible or liable for any indirect, special, incidental, consequential, or punitive loss or damage of any kind, including loss of funding (whether or not New Hope had been advised of the possibility of such loss or damage) by reason of any act or omission in its performance under this Agreement.

X. Integration Clause

The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements. New Hope and the School stipulate that neither has made any representations with respect to the subject matter of the Agreement or any other representations except such representations as are specifically set forth herein. New Hope and the School further acknowledge that any representations that may have heretofore been made by either to the other are of no effect and that none of them have relied thereon in connection with their dealings with the other.

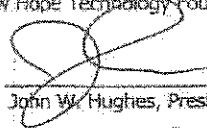
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized representatives all as of the date first above written.




New Hope Technology Foundation:

School:

By:


John W. Hughes, President

By:


Executive Director

Date:

11/27/18

Date:

11/27/18