

AGREEMENT BETWEEN
WALLIS ANNENBERG HIGH SCHOOL
AND
UNIVERSITY OF SOUTHERN CALIFORNIA

This agreement is between Wallis Annenberg High School, with its principal offices located at 4000 South Main Street, Los Angeles, CA 90037 (hereinafter referred to as “Agency”), and the University of Southern California, on behalf of its USC Annenberg School for Communication and Journalism (hereinafter referred to as "USC-ASCJ"), a non-profit corporation under the laws of the State of California, in the County of Los Angeles, with its offices located at 3630 Watt Way, Suite 402E, Los Angeles, California 90089-0281.

WITNESSETH THAT:

WHEREAS, the Parties hereby acknowledge and agree that the primary purpose and main goal of this Agreement is to create a Program designed to expose AGENCY’s qualified participants to the University of Southern California courses/faculty and the University Mission through the USC Annenberg Center for Third Space Thinking and its Third Space Youth Institute to motivate and inspire those participants to apply for admission to institutes of higher education;

WHEREAS, AGENCY desires to obtain the educational services of USC-ASCJ to perform work under this Agreement and has funding to acquire said services;

WHEREAS, USC-ASCJ is qualified and competent to deliver the services required under this Agreement and desires Agency to engage its services;

WHEREAS, the Parties hereby acknowledge that they are independent legal entities and neither party nor any of its actors, agents, representatives, volunteers or employees shall be considered actors, agents, representatives, volunteers or employees of the other; and

WHEREAS Qualified Program Participants are not considered actors, agents, representatives, volunteers or employees of either party and shall not be treated as third party beneficiaries to this Agreement.

NOW THEREFORE, the Parties do mutually agree as follows:

ARTICLE I. SCOPE OF WORK;

Each party shall complete its responsibilities as contained herein below:

A. USC-ASCJ Shall:

1. Offer a USC Third Space Youth Institute (TSYI) on Monday, May 22 to Friday, May 26, 2023, on the USC campus. USC-ASCJ Annenberg will formulate an agenda and itinerary for the TSYI that will consist of various interactive workshops, discussions and activities including at least one team building activity. USC-ASCJ shall provide Agency with the educational objectives for the Program under this Agreement prior to the start of TSYI and will provide information, as needed, on the accomplishment of the same. In addition, USC-ASCJ topics will be addressed by current

Annenberg faculty and/or staff including, but not limited to: Annenberg admissions process, financial aid, and the benefits of higher education. USC-ASCJ shall provide Agency a copy of its Agenda prior to the commencement of TSYI; however, it reserves the exclusive right to alter, amend or modify the Itinerary based on scheduling or budgeting needs.

2. Provide all Personnel needed to appropriately administer staff and manage the TSYI activities.
3. Provide Agency with all required forms for completion by qualified participants on or before April 29, 2023, as well as a list of any materials and/or items that qualified participants might need for the TSYI.
4. Provide Agency with pre and post assessment/test results no later than August 31, 2023.
5. Maintain and administer USC-ASCJ TSYI Rules, Student Code of Conduct and any other disciplinary procedures that may be needed including dismissing any Qualified Program Participant for breach of any of those rules, regulations, or guidelines. This shall include immediate dismissal from the TSYI of any individual who is reasonably perceived to pose an immediate harm or danger to oneself or another person.

B. Agency shall:

1. Provide seventy (70) qualified candidates from Agency's geographical area that will be invited to attend TSYI. Qualified participants will be students who are "on track" for college admission.
2. Ensure that qualified participants shall be at least 14 years of age and shall have completed, without modification, addition to or deletion all of the required forms including, but not limited to USC-ASCJ's: (1) General Waiver of Liability (2) Affidavit for Medical Care, (3) Emergency Contact Form, (4) Release of Image and (5) Acknowledgement of TSYI Rules and Regulations.
3. Knowingly identify any qualified participants that will require reasonable accommodations upon receiving notification of said needs so that USC-ASCJ can make said accommodations without haste or delay.
4. Abide by all TSYI rules, regulations and requirements should further participation by AGENCY be requested or required.

ARTICLE II. PERSONNEL.

All Personnel that will staff, employee and/or administer TSYI will be hired, paid and cleared through USC-ASCJ in accordance with its processes and procedures. Hires shall be primarily USC-ASCJ Annenberg faculty, staff and students.

1. USC-ASCJ will have all TSYI personnel complete a full background clearance check conducted by a third-party provider as a condition precedent to employment. All hires shall be at least 18 years of age and capable of meeting any other minimum hiring requirement including having the necessary background, training and/or education as may be needed to complete requirements of employment.
2. USC-ASCJ shall also provide Chaperons for the TSYI with a minimum of 10:1 ratio for any activities. All Chaperons will be required to abide by a Chaperon Code of Conduct and USC-

ASCJ shall have all Chaperons sign and agree to abide by the Chaperon Code of Conduct prior to commencing any TSYI related activities.

3. USC-ASCJ may, in the performance of its requirements, hire an independent contractor to perform services herein. In such cases, USC-ASCJ shall have sole discretion in retaining independent contractors and/or vendors as may be needed to successfully and completely execute this Agreement. In no case shall USC-ASCJ independently contract with any individual identified as a Chaperon, Director or Program leader for purposes of this TSYI and all said key personnel shall have employee status.

ARTICLE III. PERIOD OF PERFORMANCE.

Each Party agrees that time is of the essence in its commitments to perform its obligations as set forth herein and that failure to do will result in a material breach of this Agreement and may result in immediate suspension or any obligations to perform or termination of this Agreement by the other Party.

ARTICLE IV. PAYMENT SCHEDULE

In full and complete consideration of USC-ASCJ's performance of its commitments as set forth in the terms and conditions of this Agreement, USC-ASCJ shall be paid \$161,000 (\$2,300 for each qualified student) registered on or before May 22, 2023, for the Third Space Youth Institute.

1. On or before May 22, 2023, AGENCY shall pay USC-ASCJ Annenberg \$161,000 (100%) for the courses delivered between May 22-26, 2023. In the event that Wallis Annenberg High cannot find sufficient number of participants to attend TSYI, USC-ASCJ shall not unreasonably withhold another like or similar agency from substituting replacements of like qualified background; however, Annenberg High shall be responsible to find said substitutions in a timely basis. Annenberg High shall not be entitled to any reimbursement of the deposit absent written consent by USC-ASCJ to return all or part thereof.
2. In the event of cancellation, USC-ASCJ shall be entitled to payment for acceptable and allowable work performed under this Agreement, and for all non-cancellable obligations made in connection with such work, through the date of termination.
3. Annenberg High shall not be entitled to reimbursement of any monies paid once TSYI has commenced pursuant to the terms of this condition.
4. Annenberg High shall not be entitled to reimbursement for any monies paid for a TSYI participant that was dismissed for violating any of the TSYI Rules or Student Code of Conduct.

ARTICLE V. HOLD HARMLESS.

USC-ASCJ shall defend, indemnify and hold harmless Agency, and each of their board of directors, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, in proportion to and to the extent of liability, loss, expense, or claims for injury or damages that are caused by the gross negligence or willful misconduct of USC-ASCJ, its officers, assignees, appointees, agents, and/or employees in the scope of their agency/employment.

Agency shall defend, indemnify and hold harmless the USC-ASCJ, the State of California, the Trustees of USC-ASCJ, and each of its officers, employees, appointees, agents and volunteers from and against any

and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, in proportion to and to the extent of liability, loss, expense, or claims for injury or damages are caused by the negligence or omissions Agency, its officers, agents, or employees in the scope of their agency/employment.

In addition, each party shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and/or benefits. Neither party shall assume any liability for the others actors, agents, TSYI participants, employees or volunteers under any employment or workers' compensation law based on performance of services pursuant to this Agreement. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, USC DISCLAIMS ANY AND ALL EXPRESS WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF MERCHANTABILITY, OR OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST GOODWILL, LOST PROFITS, LOST BUSINESS OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHER LEGAL THEORY, AS A RESULT OF A BREACH OF ANY WARRANTY OR ANY OTHER TERM OF THIS AGREEMENT, AND REGARDLESS OF WHETHER A PARTY WAS ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

ARTICLE VI. INSURANCE

Each party shall, at its sole expense, shall purchase insurance (or self-insure) covering its activities in connection with this Agreement by obtaining and maintain in full force and effect during the term of the Agreement insurance, to cover it employees, agents, faculty, staff, volunteers and/or chaperons, as follows:

1. Comprehensive or Commercial Form General Liability insurance with limits of least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, with no exclusion for abuse and molestation coverage, with no exclusion for abuse and molestation coverage with a limit of \$5,000,000.
2. Each party shall procure and maintain Workers' Compensation insurance to cover its employees, volunteers and chaperons in compliance with California law.
3. USC-ASCJ shall procure and maintain Participant Accident Insurance for all of the TSYI participants with no less than \$25,000.00 in accidental medical coverage per incident.

Each party shall provide the other with a certificate of insurance coverage upon execution of this Agreement. Each party shall provide at least thirty (30) days written notice to the other of any substantial change to or cancellation of said insurance.

ARTICLE VII. TERMINATION.

USC-ASCJ shall use its best efforts to provide the services herein contained at the time and in the manner herein provided. This Agreement may be terminated by AGENCY or by the USC-ASCJ at any time upon the giving of thirty (30) days prior written notice to the other party. Said notice shall be given to the person executing this Agreement.

ARTICLE VIII. DISCIPLINARY ACTIONS

Both parties agree that, while at TSYI, all qualified participants will be subject to TSYI rules, the student code of conduct, health and safety policies and procedures of the USC-ASCJ. USC-ASCJ retains sole discretion to dismiss a student from the program at any time for failure to adhere to the appropriate standards of conduct according to these rules and regulation. TSYI participants so dismissed shall be immediately sent home via the designated emergency contact and all fees shall be forfeited in accordance with USC-ASCJ's policy. Notice of such dismissal shall be sent to AGENCY's designated representative immediately, but in no event less than 24 hours from the date of occurrence.

ARTICLE IX. LAWS GOVERNING.

This Agreement shall be governed by and construed in accordance with the laws of the State of California and the appropriate venue and jurisdiction of any matter to be litigated is Los Angeles County, California.

ARTICLE X. COMPLIANCE WITH LAWS.

The Parties will comply with all applicable State and Federal laws and regulations in performing their obligations hereunder.

ARTICLE XI. NO INCENTIVE BENEFITS.

The Parties certify that they have not given any incentive benefit directly or indirectly (monetary or in kind) to any employee of the other for the purpose of obtaining, or in connection with, this or any other Agreement.

ARTICLE XII. USE OF PROTECTED IDENTIFIERS.

Neither party shall use any identifying marks, logos, copyrights, trademarks of the other without the express written permission of the other Party.

ARTICLE XIII. SEVERABILITY.

If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.

ARTICLE XIV. WHOLE AGREEMENT AND AMENDMENTS.

This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each Party. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.

ARTICLE XV. FORCE MAJEURE.

Neither Party shall be liable for any delays or cancellations in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, pandemic, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, impaction or failure or delay in delivery by suppliers or delays in transportation. In the event of said delay or cancellation, a full accounting shall be made by both parties and both shall equally in said loss but only to the extent that said loss is already encumbered, expended and for which no reasonable reimbursement can be pursued.

ARTICLE XVI. NOTICES.

All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if sent by US mail addressed the parties at their addresses indicated on the face sheet hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

Party A: Wallis Annenberg High School

Authorized Representative: _____

Title: _____

Date: _____

**Party B:
University of Southern California**

Mark Todd, Vice Provost for Academic Operations

Date: _____

Willow Bay, Dean, Annenberg School for Communication and Journalism:

Date: _____

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