

Agreement
The Gadsden Independent School District
Innovate+Educate NM
Dated December 8, 2010

This agreement (the "Agreement"), made as of December 8, 2010, is entered into by The Gadsden Independent School District (GISD), located at 4950 McNutt Road, Santa Teresa, NM 88063 (the "District") and, Innovate+Educate NM, located at 228 Griffin Street, Santa Fe, NM 87501.

WITNESSETH THAT:

WHEREAS, GISD wishes to provide for the proposed scope of work;

WHEREAS, Innovate+Educate NM has presented that it has the present ability to perform said work;

WHEREAS, Innovate+Educate NM has launched the NM STEM Network and the Southern HUB and is implementing a STEM project in Gadsden Independent School District;

NOW THEREFORE, The parties hereby mutually agree as follows:

STANDARD PROVISIONS

ARTICLE 1: SCOPE OF WORK

Innovate+Educate NM (referred to as IENM) will perform the work required pursuant as per the proposed Scope of Work (Attachment A) under the direction of Jamai Blivin, CEO and President of Innovate+Educate and Chairman of the Board, Jami Grindatto, Intel Corporation. Any deviations from the Scope of Work by IENM, pursuant to Attachment A shall require prior written permission from GISD.

ARTICLE II: COMPENSATION

The Work to be performed under the Agreement will be allocated by GISD in the amount of \$100,000 (Attachment A) for the period of December 15, 2010 through June 30, 2011. GISD shall not be obligated to reimburse, nor shall IENM be obligated to incur expenditures in excess of this limitation. Monthly expenditure statements will be produced and reported to GISD on the 5th of each month with a final reporting no later than July 30, 2011. Any funds not expended and accounted for will be returned to GISD no later than July 10, 2011.

Monthly invoices and all correspondence will be sent to the following GISD contact:

Yvonne Lozano

ylozano@gisd.k12.nm.us

ARTICLE III – INDEMNIFICATION

As between the parties, each party shall be solely responsible for liability arising from personal injury, including death, damage to property arising from the act or failure to act of the respective party or its officials, agents and employees pursuant to the Agreement. The liability of both parties shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1- et sec. N.M.S.A. 1978, and of any amendments thereto.

ARTICLE IV – TERMINATION

It is understood and agreed that this Agreement may be terminated by either party upon thirty (30) days written notice. In the event of termination by GISD, IENM will be reimbursed for all commitments under Article II. No further commitments may be made by IENM without specific authorization from GISD. In the event of termination by IENM, any unexpended or unobligated balance of funds advanced by GISD shall be refunded to GISD.

ARTICLE V – AUDIT REPORTS

IENM agrees to comply with the requirements of OMB Circular A-133, or A-128, as applicable. IENM Further agrees to provide GISD's Finance office with copies of any of the independent auditor's reports of the organization, which presents instances of non-compliance with Federal laws and regulations, which bear directly on the performance or administration of this Agreement. In cases of such non-compliance, IENM will provide copies of responses to auditor's reports and a plan of corrective action. All reports prepared in accord with the requirements of OMB Circular A-133 or A-128 shall be available for inspection by representatives of GISD or the Government during normal business hours.

Prior to final payment, IENM agrees to certify that all required non-compliance reports and responses relative to this Agreement have been provided, or will be provided to GISD's Finance Office prior to final payment. In instances where no non-compliance issues have been identified through formal audit, IENM shall provide a certification so stating to GISD's Finance Office.

ARTICLE VI – AMENDMENTS

This agreement shall not be altered, changed or amended except by an instrument in writing and executed by the parties hereto. Such amendment shall be subject to the approval of GISD and IENM.

ARTICLE VII – NOTICES

Any notice required by this Agreement shall be given in writing to the parties designated below. The notice shall be effective when delivered personally to any party, of three (3) business days after deposited, postage pre-paid, hand delivered or certified, in any official receptacle of the U.S. Postal Service.

IN WITNESS THEREFORE, the parties hereto have caused this Agreement to be executive by its duly authorized representative on the respective dates indicated below.

Gadsden Independent School District
Yvonne Lozano, Assoc Superintendent
Gadsden Public school District
P. O. Drawer 70
Anthony, NM 88021

Innovate+Educate NM
President & CEO
228 Griffin Street
Santa Fe, NM 87501