

PROJECT LEAD THE WAY, INC. PILOT TESTING AGREEMENT

This AGREEMENT, (“Pilot Agreement”) entered into on September 9, 2022, (“Effective Date”), by and between PROJECT LEAD THE WAY, INC., (“PLTW”), and WARREN COUNTY SCHOOL DISTRICT for a pilot program at Warren-Beaty Middle School, (“Pilot Testing School”), (hereinafter collectively, “the Parties”). This Pilot Agreement shall supplement the underlying agreement that was previously executed between the parties.

WHEREAS, PLTW has established a comprehensive education program (the “Program”), which consists of various distinct curricular programs including PLTW Launch, PLTW Gateway, PLTW Biomedical Science, PLTW Computer Science, PLTW Cyber Security, and PLTW Engineering. The Program further includes various student assessments, including formative, interim, and summative;

WHEREAS, PLTW is interested in conducting pilot testing of assessment content in an online formative assessment platform for a Gateway formative offering; and

WHEREAS, Pilot Testing School is willing to perform testing for PLTW in furtherance of its evolving course offerings and provide PLTW with important feedback that will play an important role in development and validation of student tools and assets.

NOW, THEREFORE, the Parties do mutually agree as follows:

1. **Gateway Formative Assessment Pilot Testing:** Testing takes place in the early stages of a new or updated PLTW course offering or resource and provides PLTW with important initial feedback. Pilot Testing Schools play an important role in the development, helping to validate the functionality and quality of various student and teacher tools and assets. Testing may take place in a variety of settings, including but not limited to, an online virtual environment, traditional classroom, nontraditional classroom, distance learning, or small group setting. In-class testing will be facilitated by a Pilot Testing School PLTW teacher and/or a member of the PLTW team as determined by PLTW. All testing and other services provided by PLTW pursuant to this Pilot Agreement shall be provided at no cost to the Warren County School District or the Pilot Testing School.
2. **Testing Experiences:** Pilot Testing School may have one or many testing experiences, as specifically provided in Schedule A – Testing Experiences and Deliverables. Pilot Testing School agrees to perform testing experiences for a window of four (4) months, using the documentation and instructions as may be provided by PLTW in PLTW’s sole discretion. Testing experiences may include but are not limited to the following as well as any associated deliverable that may be requested by PLTW:
 - a. Testing a single student asset, like a video, PDF resource, or portion of a lesson, activity, project, or problem.
 - b. Testing a single student tool, like software, application, or specific equipment.
 - c. Testing a whole lesson through classroom facilitation.
 - d. Testing a whole activity, project, or problem through classroom facilitation.
 - e. Testing a sequence of activities, projects, and/or problems through classroom facilitation.
 - f. Review of a whole activity, project, or problem.
 - g. Review of a professional development asset.
 - h. Review and provision of feedback for an assessment asset.
3. **Equipment; Safety.** The Pilot Testing School shall ensure that any facility and/or equipment used in its testing experiences will be adequately equipped to operate the testing safely and properly and that such facility and any equipment used therein shall at all times comply with applicable standards and customary practices relating to safety and reasonable use. The Pilot Testing School shall be solely responsible for

providing its faculty with appropriate safety training relating to the implementation of the testing experience(s) and for appropriately supervising students participating in the testing. Pilot Testing School shall educate students regarding computer privacy, including the importance of maintaining the secrecy of login credentials. Pilot Testing School will provide information to parents of potential students, from time to time as requested by PLTW, and if applicable, will obtain all necessary and appropriate approvals and consents to provide the deliverables requested by PLTW.

4. **Deliverables:** Pilot Testing School agrees to complete and/or provide PLTW with specific deliverables from time to time as requested by PLTW in furtherance of the particular testing performed by Pilot Testing School, such deliverables which may include but are not limited to discussion, implementation and/or use of a PLTW asset or tool, completion of surveys, direct observation opportunities, usage data, focus groups, and/or other feedback mechanisms, as will be determined by PLTW.
5. **Confidentiality and Non-Disclosure:** Pilot Testing School agrees that it will develop and/or be exposed to information that is or will be confidential and proprietary to PLTW ("Confidential Information"). Pilot Testing School shall use the Confidential Information only in connection with this Pilot Agreement. Unless required by law or Court Order, Pilot Testing School shall not disclose to any other person or entity any Confidential Information or developed or acquired by Pilot Testing School in connection with the performance of this Pilot Agreement as described herein, directly or indirectly, nor use any Confidential Information for the Pilot Testing School's benefit or the benefit of any other person or entity in any way, at any time, so long as it remains confidential. Confidential Information includes, but is not limited to: assessment materials, content, items, platforms, research, or other related items; personnel and financial information; new business development information; existing client, vendor, and supplier lists; trade secrets; formulae; plans and methods; identities and characteristics of suppliers; terms of contractual arrangements or agreements; development, expansion and business strategic plans and techniques; computer programs, devices, methods, techniques, processes and inventions; course offerings, curricula, programming, assessment data and development, research and development activities (whether in written, graphic, audio-visual, electronic or other media, including computer software) and other similar information or data which is subject to reasonable efforts to maintain confidentiality. Confidential Information also includes information of any party doing business with PLTW that PLTW or such party identifies as being confidential. Confidential Information does not include any information that is in the public domain or otherwise publicly available (other than as a result of wrongdoing by Pilot Testing School or the wrongdoing of an agent or other associate of PLTW). Pilot Testing School may not share or disclose any aspect of the Pilot Testing with persons outside of the Pilot Testing School or PLTW. Pilot Testing School shall not have the right, without the express written permission of PLTW, to reverse engineer or analyze the physical or other properties of any Confidential Information so disclosed. Upon termination or expiration of this Pilot Agreement, the Pilot Testing School shall promptly return all documents containing any Confidential Information to PLTW. A Nondisclosure agreement is signed contemporaneously with this Pilot Agreement, attached hereto and incorporated herein as Attachment A.
6. **Intellectual Property:** Pilot Testing School acknowledges that PLTW retains all and titles to its marks, curricula, framework, methodologies, processes, information, materials, and other intellectually property. PLTW grants Pilot Testing School a non-exclusive, non-transferable, fully revocable license to use the materials used in connection with the pilot testing for the sole purpose of providing PLTW information and data for PLTW's development and validation of student tools and assets. Unless required by law or Court Order, any other use, reproduction, disclosure, or distribution of materials received pursuant to this Pilot Agreement, including but not limited to commercial use, is strictly prohibited. Pilot Testing School shall not acquire any license or other rights to the information and/or any other property of PLTW by virtue of this Pilot Agreement and/or Pilot Testing School's role in performing testing for PLTW programs, tools, assets, course offerings, and/or curriculum. All inventions, ideas, creative works, data, products, technology, works of authorship, and/or improvements (whether or not patentable and whether or not copyrightable) related to the information and/or business of PLTW that are made, conceived, created, written, designed, or developed in connection with Pilot Testing School's service, or thereafter if resulting from PLTW's information

(collectively the “Intellectual Property”), shall be the sole and exclusive property of PLTW or the party that provide it. PLTW claims ownership and/or use rights of all Intellectual Property and all that will be created in the course and scope of Pilot Testing School’s capacity in performing testing for PLTW, unless otherwise provided in a written Pilot Agreement before the Intellectual Property is created. Pilot Testing School hereby consigns and conveys Pilot Testing School’s entire right, title and interest to any and all resulting copyrights, patents and trade secrets arising from provision of Pilot Testing School’s role under this Pilot Agreement and agree to execute all applications or registrations for patents and copyrights and another other instruments deemed necessary or helpful for PLTW to secure and enforce its intellectual property rights.

7. **Indemnification:** To the extent permitted by applicable law, Pilot Testing School agrees to indemnify and hold harmless PLTW, its directors, officers and employees from any claim, damage, liability, injury, expense or loss, including defense costs and attorneys’ fees, arising out of Pilot Testing School’s actions, omissions, and/or performance under this Pilot Agreement.
8. **Conflict of Interest:** PLTW expects that PLTW staff, directors, network and volunteers carry out their duties in a fashion that avoids actual, potential, or perceived conflicts of interest, and this expectation extends to Pilot Testing Schools. By agreeing to serve as a Pilot Testing School, Pilot Testing School has the continuing, affirmative duty to report to the PLTW any personal, ownership, interest, or other relationship that might affect Pilot Testing School’s ability to exercise impartial, ethical, and business- based judgments in fulfilling Pilot Testing School’s responsibilities to PLTW.
9. **Clearances:** PLTW shall provide proof of compliance with all applicable requirements of 24 P.S. §1-111, 24 P.S. §1-111.1, 24 P.S. §12-1205.6, 22 Pa. Code §8.1, *et. seq.* and 23 Pa.C.S.A. §6301, *et. seq.* for any PLTW employee or representative who will have direct contact with children. Proof of compliance must be provided before the person permitted on school property, and the Pilot Testing School reserves the right, at its discretion, to reject any person based on clearance results.
10. **FERPA:** PLTW agrees to cooperate to ensure compliance with the Family Educational Rights and Privacy Act (FERPA). Personally identifiable student information shall only be disclosed to PLTW to the extent that it is necessary for PLTW to perform the services outlined in this Agreement, PLTW shall share personally identifiable student information only with those employees for which the information is necessary to perform their jobs, and, unless required by law or Court Order, PLTW shall not disclose personally identifiable student information to any other person or entity.
11. **Modifications:** Any modifications to this Pilot Agreement will be signed by the Parties, including but not limited to any schedules, appendices, and/or other document that further contemplates the agreement between the Parties and approved by the Warren County School District’s Board of School Directors at a public meeting held in compliance with the Pennsylvania Sunshine Act.. This Pilot Agreement shall serve in supplement to the PLTW Terms and Conditions and/or any other signed written agreement between the parties.

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The undersigned represent they have the requisite authority to execute this document and bind their respective Party to its contents. Executed as a sealed instrument as of the date first written above.

PROJECT LEAD THE WAY, INC.

By: _____
David Greer
Executive Vice President
and Chief Programs Officer

Date: _____

WARREN COUNTY SCHOOL DISTRICT

Date: _____

President, Board of School Directors

ATTEST:

Date: _____

Secretary, Board of School Directors

SCHEDULE A

Testing Experiences and Deliverables

Goal/Purpose:

PLTW is interested in conducting pilot testing of an online formative assessment platform for a Gateway formative offering. The goal is to create a formative assessment for Gateway students that is interactive, personalized, adaptive, and accessible and aligned to Gateway units. Students will receive immediate feedback on their experience to correct weaknesses during the learning process. The real-time data will enable teachers to intervene at the start of a lesson, rather than employ a summative nature. The tool will allow teachers to track student progress and mastery of skills periodically. The formative tool will provide videos, technology-enhanced items, and provide a means of formative assessment that create better learner engagement.

A second purpose is to offer a tool for teachers to select items/lessons from the question bank and develop a customized quiz/learning experience for the student based on the lesson in which the student is actively involved. The teacher will have the option to select from pre-built tests (quizzes) or search for items directly in the item bank. The teacher will have the opportunity to author items and assign to class/student.

The first phase of the pilot will be limited to PLTW's Gateway Design and Modeling unit and will be piloted with a sample of schools from November 2022 to February 2023. As a Pilot Testing School, your role will be the following:

- Review and provide feedback on the formative assessment platform based on the checklists and evaluation criteria guidelines developed and provided to you by the PLTW Assessment Team
- Review and provide feedback on the quality of Design and Modeling content (questions) as outlined by the evaluation criteria guidelines.
- Engage in a minimum of two (2) online workshops/trainings to be conducted by the PLTW Assessment Team
- Dedicate a minimum of twelve (12) hours to administering the Design and Modeling formative assessment to your classroom from November 2022 to February 2023
- Provide ongoing feedback to the PLTW Assessment Team on student usability
- Provide final pilot feedback and recommendations for future enhancements, improvements.

APPENDIX A
CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (“NDA”) is made on September 9, 2022 by and between Project Lead The Way, Inc., with a principal business address of 5939 Castle Creek Parkway North Drive, Indianapolis, IN 46250 (“PLTW”) and Warren-Beaty Middle School (“Pilot Testing School”) (collectively “the Parties”).

WHEREAS, PLTW has established a comprehensive education program (the “Program”), which consists of various distinct curricular programs including PLTW Launch, PLTW Gateway, PLTW Biomedical Science, PLTW Computer Science, PLTW Cyber Security, and PLTW Engineering. The Program further includes various student assessments, including formative, interim, and summative. Participation in PLTW Programs and proficient performance on summative end-of-course assessments (“EOC”) may lead to various credentials for the students who participate in them, including but not limited to, dual-credit at colleges and universities, college and employment preferences, and/or industry certifications;

WHEREAS, Pilot Testing School has qualifications which are of assistance to PLTW in performing the services hereunder, and Pilot Testing School is willing and able to provide such services under the terms and conditions set forth herein;

WHEREAS, PLTW desires that the Pilot Testing School make available their services, as specified herein, in support of PLTW’s Programs pursuant to that certain Pilot Testing Agreement, dated as of the date hereof, by and between the Parties (the “Pilot Agreement”);

WHEREAS, PLTW will be allowing the Pilot Testing School access to secure, confidential, trade secret, and proprietary data and information, including but not limited to Communications, Marketing, Product, Assessment, and similarly related Strategic Materials (collectively “PLTW Property”) on the express condition that such disclosure shall be confidential in accordance with the provisions of this NDA; and

WHEREAS, PLTW agrees to share and disclose such materials, data, information and documents to Pilot Testing School on the express condition that such disclosure shall be confidential in accordance with the provisions of this NDA.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, it is hereby agreed as follows:

1. For purposes of this NDA, the term “Information” shall include PLTW Property, any written, oral or electronic data, processes, know-how, samples, models, plans, reports, information or documents, whether regarding operational, financial or other business matters (and expressly including but not limited to information, data and materials accessed through the PLTW Learning Management System). Pilot Testing School agrees that any Information provide to, accessed or used by Pilot Testing School shall only be used for the express purpose of performing the Services in the Agreement, be consistent with activities and strategies developed by and as requested by PLTW from time to time, and shall not be used for any other purposes without the prior written consent of PLTW in every instance. PLTW makes no representations, express or implied, as to the accuracy or completeness of any Information and shall have no liability as a result of having provided the Information.

2. Pilot Testing School shall treat all Information as strictly confidential and the exclusive property of PLTW. Pilot Testing School shall not utilize the Information for any purposes other than the performance of Services under the Agreement and agrees not to disclose any of the Information

to any third parties in any manner whatsoever without first obtaining the written consent of PLTW (or, in the case of disclosure to an individual who is employed by the same employer as Pilot Testing School, without such individual agreeing in writing to be bound by the terms of this NDA). Pilot Testing School shall safeguard the Information by using all reasonable efforts to prevent its disclosure to or use by third Parties other than as this NDA permits.

3. Pilot Testing School shall not have the right, without the express written permission of PLTW, to reverse engineer or analyze the physical or other properties of any Information so disclosed, or to use the Information for any purpose other than the express purpose provided for herein.

4. Pilot Testing School shall not acquire any license or other rights to the Information by virtue of this NDA.

5. Pilot Testing School further agrees to take all practicable steps to ensure that any Information shall not be used by Pilot Testing School or any other individuals or organizations without the prior written consent of PLTW in every instance, and if received, on terms of confidentiality no less restrictive than the aforesaid, and that it shall be kept fully private and confidential by Pilot Testing School.

6. The above provisions of confidentiality and nonuse shall not apply to that part of the Information which Pilot Testing School is able to demonstrate by documentary evidence:

- (a) was fully in their possession prior to receipt from the other party; or
- (b) was in the public domain at the time of receipt from the other party; or
- (c) became part of the public domain through no default of the receiving party, their directors, officers or employees; or
- (d) was lawfully received by such party from some third party having a right of further disclosure.

7. Pilot Testing School agrees that, at PLTW's request, they shall immediately return or destroy all parts of the Information in documentary and/or electronic form and any copies or reproductions thereof, as directed by PLTW. Upon request, Pilot Testing School shall provide a certificate of destruction confirming that reasonably appropriate destruction efforts have been completed.

8. Nothing herein contained shall be deemed to grant to either party any rights or licenses, nor to create any agency or partnership relationship between the Parties. PLTW may terminate this NDA and access to the Information at any time. Nothing herein shall require either party to negotiate or enter into any agreement, collaboration or other arrangement with the other party. The obligations hereunder shall remain in effect after the termination of this NDA.

9. Pilot Testing School acknowledges that use and/or disclosure of Information contrary to the provisions of this NDA may cause irreparable harm for which damages at law may not be an adequate remedy, and Pilot Testing School agrees that the provisions of this NDA prohibiting disclosure of such Information or use thereof contrary to the provisions hereof may be specifically enforced by a court of competent jurisdiction in addition to any other remedies available to it. The obligations hereunder shall survive termination or expiration of the NDA.

10. This NDA shall be governed by the laws of Pennsylvania, without regards to its conflicts of laws provision. This NDA may be executed in one or more counterparts, each having the full force of an original. This NDA shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns. In the event that any provision or any part of a provision of this NDA shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the

remaining provisions or parts of provisions of this NDA, which shall remain in full force and effect as if the unenforceable provision or part were deleted. This NDA constitutes the entire agreement between the Parties hereto and may only be changed by a writing signed by both of Parties. The failure of either party to require the performance of any term or obligation of this NDA, or the waiver by either party of any breach of this NDA, shall not prevent any subsequent enforcement of such term or obligation and shall not be deemed a waiver of any subsequent breach. All rights and remedies under this NDA are cumulative and shall not be deemed exclusive of any other rights or remedies provided by law. Each signatory hereto represents and warrants that he or she is duly authorized to execute this NDA.

11. The foregoing provisions notwithstanding, this NDA does not prohibit the disclosure of any information that is required to be disclosed by law or Court Order.

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the date first written above by an authorized officer or representative.

PROJECT LEAD THE WAY, INC.

By: _____
Printed Name: David Greer
Executive Vice President and Chief Programs Officer

WARREN COUNTY SCHOOL DISTRICT

President, Board of School Directors

ATTEST:

Secretary, Board of School Directors