

**ENERGY EDUCATION FOUNDATION
MOBILE ENERGY LEARNING PROGRAM
EDUCATIONAL OUTREACH ENROLLMENT FORM**

School: Warren County School District
Beaty-Warren MS
2 East Third Avenue
Warren, PA 16365

Phone: 814-723-6900-X1078
Cell: 814-730-5944

Program Date: March 28th and 29th

Program Fee: \$0.00

Approximate number of students: 353

Chaperones: 48 (minimum of 6 per session)

Grade Level: 6

School Contact: Amy O'Donnell

Employee: ODonnellAL@wcsdpa.org

Sponsor: Cotera

I have received and read the attached Mobile Oilfield Learning Program Standard Terms and Conditions and agree to its terms and conditions.

Signatures:

Authorized School Contact
President, Board of School Directors

Date

ATTEST:

Secretary, Board of School Directors

Date

Offshore Energy Center Representative

Date

Please sign this page of the Enrollment Form and return via email, fax or mail to:

Energy Education Foundation
Attn: MELU Manager
1414 Enclave Parkway
Houston, TX 77077
Tel: 713-840-1753
Fax 713-222-1885
E-mail: dtomas@oceanstaroec.com

**ENERGY EDUCATION FOUNDATION
MOBILE ENERGY LEARNING PROGRAM
STANDARD TERMS AND CONDITIONS**

This Mobile Energy Learning Program Agreement (the “Agreement”) is between the educational institution enrolling in the Mobile Energy Learning Program, as named on the attached Enrollment Form (“School”) and Offshore Rig Museum, Inc., d/b/a the Energy Education Foundation (EEF) and consists of (i) these Terms and Conditions (“Terms and Conditions”), (ii) the Educational Outreach Enrollment Form (“Enrollment Form”) signed by the School’s authorized representative, and (iii) and any documents and other confirming evidence (each a “Confirmation”) sent by EEF. From time to time this Agreement may refer to the School and EEF individually as a “party” or collectively as the “parties.”

These Terms and Conditions apply to the Mobile Energy Learning Program (MELU) presented by EEF. By enrolling in the Program, the School agrees to be bound as follows:

1. **Definitions:** As used in this Agreement, the following terms have the meanings set forth below:
 - a. “Balance” means the aggregate of all fees, expenses, and other amounts charged by or owing to EEF under this Agreement less any payments (including any Deposit) made in respect of such fees, expenses, or amounts.
 - b. “Business Day” means any day other than Saturday, Sunday, or a legal holiday.
 - c. “Cancellation Event” means (i) acts of God, such as fire, flood, earthquake, or other natural cause; (ii) riots or national emergency; (iii) strikes, boycotts, lockouts, or other labor difficulties; (iv) judicial, legal or other action of any government authority; and (v) any other circumstance beyond the reasonable control of the party affected.
 - d. “Chaperones” means teachers, volunteers, administrators, or any other adult designated as such by the School.
 - e. “Program Date” means the date(s) and time(s) agreed on by the parties including by course of performance.
 - f. “Program Fee” means the aggregate of all fees, expenses, and other amounts charged by EEF for the Program. The school base Program Fee shall be \$950 and an additional fee of \$1.00 per mile (each way) shall be included in the Program Fee. If the School requires more than the allotted 8-hours for a Program, additional hours may be added at the cost of \$250 per hour with a minimum of two additional hours, which cost shall also be included in the Program Fee.
 - g. “Program Materials” has the meaning defined in paragraph (a) of section 3.
 - h. “Program” has the meaning defined in section 2. The Program is an 8-hour program including four 1 ½ hour sessions, accommodating up to a total of 192 students.
 - i. “Recommended Age” means eight years of age.
2. **Enrollment & Confirmation:** Enrollment in the Mobile Energy Learning Program (the “Program”) is effective from the moment the parties agree on the Program Fee and the Program Date. EEF may confirm the School’s enrollment by sending a Confirmation specifying the final Program Fee and Program Date, but failure to send such Confirmation shall not invalidate or prejudice this Agreement or the terms hereof.
3. **Program Materials & Returns:**
 - a. EEF shall furnish educational resource materials (“Program Materials”) to the School about one month prior to the Program. The materials may include any one or more of the following:
 - i. Pre/Post Test with an answer key
 - ii. EEF’s Ocean Star Project
 - iii. Correlation of MELU activities to elementary core subject TEKS

- iv. Career Interest Profile
 - v. Teacher Guide – MELU Pass
 - vi. “See Hear & Do” brochure that provides additional information about the Ocean Star Offshore Drilling Rig Museum and Education Center and Energy Education Foundation Outreach program
 - vii. MELU Review – game to play after visit.
 - viii. Other educational supplements, materials, and media EEF deems suitable for the Program. Program Materials are exclusively intended to enhance and supplement the students’ experience and are not intended to guarantee achievement of any learning objective. EEF is not responsible for ensuring the students are adequately prepared for the Program.
- b. At the conclusion of the Program, the School shall promptly, at its own expense, return the graded pre and post tests to EEF.
4. **Pre-Program Activities.** Approximately one month before the Program Date, EEF shall send to the School a Program packet that includes materials necessary for the Pre-Program Activities, defined herein. The School shall ensure that all students that will be attending the Program have completed the following four (4) student activities (the “Pre-Program Activities”):
- a. View the link, Ocean Star Project
 - b. Complete a career interest survey (a completed copy of which shall be brought to the Program)
 - c. Complete a pre-test that will be graded by the students’ teachers.
5. **Program Presentation**
- a. EEF shall present the Program on the Program Date. The Program will be divided into one or more sessions each lasting up to two hours. No more than forty-eight students will be allowed to attend each session. Each session will feature one or more of the six self-contained Mobile Energy Learning Units (“MELUs”) designed to provide students hands-on learning activities involving oilfield energy topics. EEF will provide at least one trained EEF staff member who will instruct the students and orchestrate the learning activities during each session.
 - b. The School shall furnish six Chaperone for session. Chaperones must assist the EEF staff with the students throughout each session. If the School fails to provide the Chaperones required by this paragraph, or if the Chaperones fail to assist the EEF staff, the EEF staff member in charge may in his sole and absolute discretion
 - i. Limit the number of students admitted to the session,
 - ii. Dismiss students from the session, or
 - iii. Cancel the Program in accordance with paragraph (b) of section 9 as if the School were the Defaulting Party.
 - c. The School shall secure facilities meeting the following minimum specifications to host the Program:
 - i. Large, open indoor space such as a gym or cafeteria, (The Program cannot be conducted outdoors)
 - ii. A unobstructed entry wider than forty-two inches,
 - iii. At least two electric outlets.
 - d. An EEF staff member will meet with the students and discuss rules and procedures of the Program. The students will receive a MELU Pass (a booklet containing questions) that is designed to guide the students through the Program and MELU. Students also be provided with a pencil during the Program. At the conclusion of the Program, an EEF staff member will hold a debriefing session with the students.
6. **Post-Program Activities.** Within ten (10) business days following the Program Date, the School shall ensure that the following four (4) activities occur (the “Post-Program Activities”):
- a. Teachers shall review the students’ answers in the MELU Pass;
 - b. Students will take a post-test (provided by EEF);
 - c. Teachers shall mail graded pre-tests and post-tests to EEF; and
 - d. Teachers shall complete an online evaluation of the Program.

7. **Payment & Overdue Balances.** The School shall pay the greater of (A) the Program Fee less any payments (including any Deposit) made in respect of such fee or (B) the Balance no later than the thirtieth (30th) day after the Program Date. The School agrees to pay, in addition to the Program Fee, any other extraordinary expenses incurred by or otherwise owing to EEF under this Agreement promptly within thirty (30) days after EEF requests payment. The School shall pay interest on any Balance outstanding ninety (90) days or more after the Program Date at a rate equal to the maximum rate established in Texas Government Code, Section 2215.025.

8. **Reservations & Rescheduling.**

- a. The Program Date is not reserved (and EEF may reserve such date for another school or other until and unless the School pays the Deposit. If EEF reserves the Program Date for another school or other institution and the School has not paid the Deposit, the parties shall in good faith reschedule the Program for another date and time. If the parties cannot in good faith reschedule the Program Date, the respective rights and obligations of the parties are to be determined as if EEF were the Defaulting Party under paragraph of section 9. Otherwise the respective rights and obligations of the parties are to be determined as if the party not acting in good faith were the Defaulting Party.
- b. Notwithstanding any reservation made under paragraph (a), nothing in this Agreement is to be construed as prohibiting the parties from rescheduling the Program for another mutually acceptable date or time. In that case, the Program Date will be the date and time agreed upon, and if the other conditions of paragraph (a) are met, the Program Date is reserved.

9. **Cancellations**

- a. Until the Program Date is reserved in accordance with section 8, either party may cancel the Program by notifying the other party of the cancellation at least thirty (30) days prior to the Program Date (or such other shorter time may be reasonable under the circumstances) and the further rights of the parties are to be determined as if EEF were the Defaulting Party under paragraph (b) of this section. Except as otherwise expressly provided by this Agreement, neither party may cancel the Program after the School has reserved the Program Date.
- b. If a party (the "Defaulting Party") breaches any obligation arising out of the performance of this Agreement, including by canceling or threatening to cancel the Program after the Program Date has been reserved, the other party may cancel the Program and
 1. If the Defaulting Party is the School, EEF may, at its option, retain the Deposit and collect any outstanding Balance; or
 2. If EEF is the Defaulting Party, EEF shall refund (less expenses reasonably incurred) the aggregate of all payments (including any Deposit) actually made by the School under this Agreement. Provided that in either case (i) EEF may collect reasonable expenses to the extent such expenses exceed the aggregate of all payments (including any Deposit) made by the School to EEF in respect of this Agreement; and (ii) the School shall return any Program Materials as provided by paragraph (b) of section 3.
- c. If a Cancellation Event interferes with performance (except payment) of a party, the parties shall reschedule the Program Date in the manner provided by section 8 but only to the extent of such interference and any right to collect or retain payment or obligation to refund is to be prorated accordingly.

10. **Indemnification; Breakage.**

- a. To the extent permitted by Texas law, the School shall indemnify, hold harmless, and defend EEF and its directors, officers, employees, and agents from and against all liabilities, claims, demands, losses, damages, costs and expenses (including any penalty, interest, and reasonable attorneys' fees) which may be assessed against or incurred by EEF relating to or arising out of the performance of this Agreement.

- b Without limiting the generality of paragraph (a) of this section, the School shall reimburse EEF for any expense reasonably incurred to repair or replace damage to or loss of equipment caused by (i) students, school personnel, or school facilities; (ii) any other facilities furnished by the School or (iii) any other condition within the reasonable control of the School.

11. **NO WARRANTIES.**

- a. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, EEF MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM MATERIALS OR THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL GOODS AND SERVICES UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
- b. EEF DOES NOT REPRESENT OR WARRANT THAT THE PROGRAM MEETS EDUCATIONAL STANDARDS (INCLUDING ANY RULE, POLICY, CODE, OR OTHER CURRICULUM REQUIREMENT WHETHER ADOPTED BY LAW OR OTHERWISE) ESTABLISHED BY THE STATE OF TEXAS OR BY ANY OTHER STATE OR ANY PUBLIC OR PRIVATE ORGANIZATION OR SIMILAR INSTITUTION OR BODY. EEF DOES NOT RECOMMEND THE PROGRAM FOR STUDENTS UNDER THE RECOMMENDED AGE. EEF MAY IN ITS SOLE AND ABSOLUTE DISCRETION DENY STUDENTS YOUNGER THAN THE RECOMMENDED AGE FROM ADMISSION TO THE PROGRAM. THE SCHOOL IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE PROGRAM MEETS APPLICABLE SUITABILITY STANDARDS INCLUDING WITHOUT LIMITATION ANY AGE AND ACADEMIC CRITERIA.

12. **LIMITATION OF LIABILITY.** EXCEPT FOR ANY INDEMNIFICATION OBLIGATIONS HEREUNDER, (i) IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (ii) EEF'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE LESSER OF (A) THE AGGREGATE OF ALL PAYMENTS RECEIVED UNDER THIS AGREEMENT OR (B) THE PROGRAM FEE. THE PARTIES AGREE THAT THE LIMITED REMEDIES PROVIDED FOR BY THIS SECTION WILL NOT FAIL OF THEIR ESSENTIAL PURPOSE.

13. **Collection Fees.** The School shall pay EEF all expenses incurred by EEF in collecting any payment due under this Agreement or in enforcing its rights under this Agreement including reasonable attorney's fees. The expenses provided for by this section are not limited to expenses and attorney's fees incurred in connection with a legal or other official proceeding. EEF is not required to seek redress in any court (whether at law or in equity) to be entitled to the expenses hereby provided for.

14. **Modification; Waiver.** No amendment, modification or waiver of this Agreement will be binding or effective for any purpose unless it is made in a writing signed by the party against who enforcement of such amendment, modification or waiver is sought. No course of dealing between the parties to this Agreement will be deemed to affect or to modify, amend or discharge any provision or term of this Agreement. No delay on the part of any party in the exercise of any of their respective rights or remedies will operate as a waiver thereof, and no single or partial exercise by any party of any such right or remedy will preclude other or further exercises thereof. A waiver of right or remedy on any one occasion is not be construed as a bar to or waiver of any such right or remedy on any other occasion.

15. **Waiver of Immunities.** The School irrevocably waives, to the fullest extent permitted by applicable law,

with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from

- i. suit
- ii. jurisdiction of any court,
- iii. relief by way of injunction, order for specific performance or for recovery of property,
- iv. attachment of its assets (whether before or after judgment) and
- v. execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any proceedings.

16. **Governing Law.** All issues and questions concerning the construction, validity, enforcement, and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

17. **Forum.** With respect to any suit, action or proceedings in relation to this Agreement, each party irrevocably submits to the exclusive jurisdiction of the courts of Harris County, Texas, and waives any objection which it may have at any time to the laying of venue of any proceedings brought in any such court, waives any claim that such proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such proceedings, that such court does not have any jurisdiction over such party.

18. **Beneficiaries.** This Agreement is binding upon and insures to the benefit of the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, is to be construed to give any person other than the parties any legal or equitable right, remedy, or claim under or in respect of this Agreement or any covenants, conditions or provisions contained in this Agreement.

19. **Assignment.** The School shall not assign this Agreement without the prior written consent of EEF. Any assignment made in violation of this section will be void.

20. **Severability.** Whenever possible each provision and term of this Agreement is to be interpreted in such manner as to be effective and valid under applicable law, but if any provision or term of this Agreement is held to be prohibited by or invalid under such applicable law, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

21. **Inconsistency.** In the event of any inconsistency between the provisions of these Terms and Conditions and any other document forming part of this Agreement, these Terms and Conditions will prevail.

22. **Headings.** The headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

23. **Entire Agreement.** This Agreement together with any Enrollment Form and all Confirmations constitute the entire agreement between the parties relating to the subject matter expressed herein. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.