You’re applying to start an EdCorp?!

What an exciting adventure! Trying something new isn’t always easy so pat yourself on the back for taking the first step! The entrepreneurial process is a wild ride – rich with learning and opportunities for exploration, risk, experimentation, connection and fun.

You want to apply for a grant to join the EdCorps Community. In the event that you are accepted, there are a few things that might help keep this processing moving smoother. Inside this packet, you’ll find things that will help you learn more about the EdCorps program and share the the opportunity with your school leader.

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- Information Sheet to help your school the opportunity
- Online Info Sessions for your school leader to learn more.
- Frequently Asked Questions
- EdCorps Toolkits Starter Pack to preview our resources.
- Sample Partner Agreement for your school leader to preview
Dear School Leader:

You’re receiving this letter because an educator at your school wants to create an real world entrepreneurial experience in their classroom with EdCorps. And if they are granted a spot in the EdCorps Community, they’ll have the opportunity to run a student-run business as a way to connect student learning to the real world.

At Real World Scholars, we’re passionate about connecting students to the world around them through entrepreneurial learning experiences. With the EdCorps program, we support classrooms starting student-run businesses with an e-commerce dashboard, interactive toolkits, and a community ready to support the learning journey. To make it even easier, every business operates under our legal umbrella so teachers don’t have to worry about things like sales tax and business licenses. Because 100 percent of the profit belongs to the class, students can use it to support their business, school, or causes they care about.

Students running EdCorps have the unique opportunity to explore their skills and interests, develop 21st century skills that support workforce readiness, find relevance in the content learning, and connect with their community.

Grants will be announced in April, but we know you may have questions, concerns, or curiosities about the EdCorps program. Throughout this packet, you’ll find information about the program, a preview of the EdCorps toolkits, a sample copy of the Partner Agreement, FAQs, and information about next steps.

We hope it helps inspire and equip you to support students using entrepreneurship as a vehicle for learning.

Elyse Burden (+ team)

Real World Scholars
The EdCorps Model

Since the first EdCorp launched in 2015 – a soap business run from a high school chemistry class – it was clear that entrepreneurship is a powerful vehicle for learning. Not only did a student-run business give classroom content new relevance and opportunities for students to develop real world skills and the entrepreneurial mindset, the experience allowed them to work in and with their community in empowering ways. And when students were tasked with running a business, they had the opportunity to explore their interests, create something they were proud of, impact the world around them, and discover what they're capable of.

**edcorp**

An Education Corporation (EdCorp) is a student-run business run directly from a classroom that sells products or services to real customers, in-person and online (under the RWS umbrella) and directs the profits back to their business, classroom, and/or causes they care about.

**The EdCorps Community**

More than 35k students across the country have launched over 450 EdCorps in classrooms – kindergarten to high school. These classrooms have spanned 34 states, with communities in San Diego, Pittsburgh, Chattanooga, St. Louis, Tucson, and Phoenix.

The Toolbox: What to Expect

**Direct-to-Classroom Micro-Grants**

Every classroom can receive micro-grants to get the business started. Funding is provided directly to each classroom through a third-party platform called ClassWallet, which gives teachers the ability to get what they need, when they need it.

**Curricular Toolkits + Funding Bonuses**

Hands-on toolkits have been designed to support the business-building process. Each toolkit includes collaborative brainstorming, iterative development, solo reflection, and community connection. When toolkits are approved classes unlock funding bonuses to grow their business further.

**EdCorps Dashboard**

The backbone of the EdCorps experience, the dashboard allows each classroom to run an e-commerce business, with the support of built-in curricular resources, programmatic support, community forums, and financial management.

**Programmatic Support**

Sales tax, URLs, technical support – that's what we do. We handle the operational stuff so teachers can focus on the student experience.
Who is eligible to start an EdCorp?
Any K-12 classroom (or club) can start an Education Corporation (EdCorp) as long as they have 6+ students and have an educator prepared to serve as the main point of contact.

Can we use the EdCorps platform to run a school store/spirit gear?
No. The EdCorps model was designed to connect to an authentic audience beyond the school walls. While valuable learning experiences, school stores (i.e. an on-campus store or selling school spirit items) don’t provide the same opportunities and are not eligible for grants to run an EdCorp.

Can we run an EdCorp in an afterschool club?
While designed as a classroom experience, an EdCorp can be run within a club or afterschool program.

Who owns the EdCorp and all related intellectual property?
Per the Partner Agreement we sign with schools, the EdCorp and the intellectual property associated with belongs to the school/organization.

What are the programmatic requirements for participating classes?
Classes receiving grants are expected to:
- Make a sellable product(s) or service purposed for customers beyond the school community.
- Market your product/service to the community via the EdCorps e-commerce platform
- Give feedback and complete programmatic surveys (surveys, toolkit reflections, stories)

Can we sell prepared foods?
Classes interested in selling foods will need to investigate and follow local laws regarding the sale of perishable items. We review each case individually.

Can we run an EdCorp over the summer?
In special situations, classes can continue to run their business over the summer.

Cancellation: We reserve the right at any time to cancel the license based on certain situations of extreme nature (i.e. hate speech, etc.)
Got Questions?

Join a Google Hangout to learn more about EdCorps and talk with someone from the RWS team. Coming dates are listed below – but be sure to RSVP via the link below. That’s how we send you the details you need to join the party.

March 23, 2020 - 3pm PT/6pm ET
March 31, 2020 - 4pm PT/7 ET
April 9, 2020 - 4pm PT/7 ET
April 13, 2020 - 3pm PT/6pm ET

Click here or visit bit.ly/2wY65aq to sign up for a session.

Applications are now open.

We understand that the response to COVID-19 may make it more challenging to submit an application and the subsequent paperwork (if accepted). To accommodate evolving needs of our community, we will offer a rolling onboarding for the ’20-’21 school year – meaning we will accept applications until all seed funding is gone + all slots have been filled.

We will begin reviewing applications on Monday, April 20th, so we encourage applicants to apply as soon as they are able.
EdCorps Toolkit Starter Pack

Each toolkit includes a combination of the below activities, each uniquely relevant to the entrepreneurial learning process. As students work together to complete a toolkit, they will be tasked to get curious, create value for a real world audience, and ship their work out into the world beyond the classroom. Each part of the entrepreneurial learning process is rich with learning potential that can be beneficial to any student and applicable to every K-12 classroom.

### RESEARCH
Most activities begin with a research phase, inviting students to get curious about their surroundings, their interests, and what it will take to bring their ideas to life. The research phase is full of opportunities to engage in inquiry-based learning, critical thinking and analysis, and hypothesis formation.

### BRAINSTORM
No entrepreneurial process would be complete without a brainstorming session that empowers students to flex their creativity and problem solving skills. Brainstorm sessions include both solo deep dives and group discussions to support divergent thinking and student voice/choice.

### DISCUSS
A little known secret is that entrepreneurship is actually a team sport. The discussion phase creates intentional space for collaboration, giving students the opportunity to share their ideas, practice their active listening skills, and use their convergent thinking to choose a way forward, together.

### CREATE
During this phase, students have to get creative and resourceful to turn their ideas into a reality. Whether it’s a business card or a birdhouse, when creating for a real customer, students are invited to hone their craftsmanship, explore relevant technologies, and gain a better grasp of the relevant content learning. No more asking, “why are we learning this?”

### SHIP
Shipping is about action and connecting your work with an authentic audience. Whether they’re presenting a product prototype or practicing a sales pitch with real customers, shipping is about students making authentic connections, gathering feedback, and developing their confidence, growth mindset, and interpersonal skills.

### REVISE
Real world feedback creates a unique opportunity for empathic learning, analysis and reflection, and iterative development. When students are postured to improve their work over time, they have the opportunity to develop a positive relationship with feedback and the skills necessary to be innovative.
EdCorps Toolkits – Choose Your Adventure

The EdCorps Toolkits are activities designed to expose students to the entrepreneurial process while helping them activate and build their business. Non-linear and student-driven, toolkits can be used throughout the business building process as students see the need or...
Define Mission + Goals

Why do you need to define your mission and goals?
A mission statement can help your team stay focused when making important business decisions - both now and in the future. Realistic goals will help keep your team moving and provide benchmarks the class can work toward throughout the year.

**BRAINSTORM**

Consider the following questions:
- What motivates or inspires us?
- With our business, I hope we’re able to...
- What value(s) do we hope to provide?
- What will we do to bring our mission to life?

As a group, generate as many ideas as possible based on these questions.

**DISCUSS**

Using the list you made in Step 1, narrow down your ideas until you have 2-3 that best represent the driving purpose behind your business.

**CREATE**

**Part A:** Using the 2-3 best ideas from Step 2, construct a mission statement that starts like this: “Our mission is to.....”

**Part B:** Decide on 2-3 realistic goals for this school year that will help your class work towards achieving your mission. Consider using a Vision Board Tool to help.
SHIP IT!

Find people from outside of your school to get valuable feedback. This feedback could be explicit (asking them directly what they think) or implicit (presenting your business with its mission and goals and gauging customer response). Ask yourselves:

- Is our mission statement clear, relevant, and inspiring?
- Does it inspire others to support our business?

REVISE

With the feedback and insights you received in Step #4, revisit your mission statement and goals and determine if any changes need to be made. Once they’ve been finalized, find a place you can display them as a way to keep your team focused and on track.

LEARN MORE

- 5 Tips for Developing a Mission Statement (Article)
- 50 Powerful Non-Profit Mission Statements (Article)
- The Celery Test: Put Your WHY into Action (Video)

TOOLS TO DO THE WORK:

- Student Project Plan (Worksheet)
  Copy this document to find a templated project planner you can use to track progress toward completing the Toolkit activity.

- Canva (Graphic Design Platform)
  Students can use the free platform to create beautiful and professional materials, like the company manifesto mentioned above.

Create a Manifesto that shares your core mission/goals with customers or business partners in an interesting way. A manifesto can be creative and visual, but should share the essence of your business and what you hope to accomplish.
Choose a Business Name + URL

Why is the right business name so important?
The name of your company lets customers know who you are, what you do, and why they might choose you over the competition. The right name also gives your business room to grow - allowing for new product lines, employee development, and improved operations.

BRAINSTORM
What’s in a Name? Consider the following questions:
• What types of products are you planning to sell?
• What is the mission or purpose of your company?
• Do you already have any names or ideas in mind?
• Is there a fun or interesting take on your school or mascot the class could use?

With these perspectives in mind, brainstorm as many interesting business names as possible.

Feeling Stuck?
Start looking at name brands for clothing you’re wearing. Think about how companies name the everyday items you use or wear.

DISCUSS
Using the list you made in Step 1, narrow down to the 2-3 business names that best represent your business. For the names you’re considering, ask these questions:
• Are any of the ideas already in use?
• Are there other businesses with very similar names? If so, it might be difficult for customers to find your website.

Leave Room to Grow
by making sure your name isn’t specific to your product. This will allow your business to expand its product line in the future without needing to rebrand.

SHIP IT!
Ask people in your local community for constructive feedback on your list of names. You could:
• Create a short questionnaire to give to potential customers, asking for feedback on which name they prefer. Have each team member distribute 5-10 surveys for maximum response.
• Put your potential names into a poll on Twitter, Facebook, or Instagram and ask your social media network to help you choose a name.
REVISE + DECIDE

Regroup as a class and consider the feedback you gathered. As a group, determine what name will lead to most name recognition, future flexibility, and overall business success.

CHOOSE YOUR URL

With your new business name chosen, decide on the URL you want on GoDaddy.com. When searching for URLs, consider the following:

- Make sure the URL you want is available and costs less than $20 per year.
- Generally, it's best to choose a .com address. If you're struggling to find one that matches your business name, consider adding "shop" or "co" to the end (ex. simplericksco.com).
- Look for URLs that will not be easily confused with another website (or competitor).

LEARN MORE:

- Using Social Media for Customer Feedback (Article)
- Business Name Generator (Article)

TOOLS TO DO THE WORK:

- Student Project Plan (Worksheet)
  Copy this document to find a templated project planner you can use to track progress toward completing the Toolkit activity.
- GoDaddy.com
  Use this website to search for available URL domains and find pricing.
Design Your Logo

What's the big deal with a logo?

Your logo will tell customers something about your company culture and style – front and center. Plus, when it comes to the design process, it will provide great opportunities to design, collaborate, and connect with design professionals beyond the classroom.

**RESEARCH**

Have all team members conduct some individual research on the logos of their favorite brands. Ask yourselves:
- Do you see any patterns in the logos you like?
- What types of images or icons are used?
- What can you learn from their process or design?

**BRAINSTORM**

Thinking about your company’s culture and personality, as well as the research you conducted in Step #1, brainstorm ideas for what your logo could look like. Generate as many ideas as possible.

As a class, narrow the list down to the top 2-3 ideas that match your company’s brand identity.

**CREATE**

Using the list of 2-3 ideas you generated in Step #2, construct 2-3 digital (or hand-drawn) logo examples. You can use an online tool like Canva to design them.

**Use Google Docs**

for brainstorming sessions. This allows different members of the team to make suggestions, take notes, and keep track of new ideas, all in collaborative real-time.

**Get Help if You Need it.**

Consider reaching out to a freelance design company such as Fiverr if you’re struggling. They specialize in quick designs and might offer a free consultation with your class.
SHIP IT!

Ask people outside of your school for feedback on the logo samples you created in Step #3. They could be individuals in your target market, local business people, or even local graphic designers. When noting their feedback, consider the following questions:
- What did they like/dislike and why?
- Do they feel that the attitude of your company comes through in your logo designs?

REVISE + EVOLVE

Regroup as a class and consider the feedback you gathered. Come to a decision on your logo and finalize your design. If you used hard copy drawings, now is the time to create a digital version.

Make sure to save your master logo file as a high-resolution image so you can use it on your website and all your marketing products.

LEARN MORE

- Identifying Your Target Market (Article)
- Student Project Plan (Worksheet)

TOOLS TO DO THE WORK:

- Fiverr (Freelance Design Firm)
  Students can contact companies like this for logo ideas. Some might be willing to offer free consultations for the class.

- Canva (Graphic Design Platform)
  Students can use the free platform to create beautiful and professional materials, like the company manifesto mentioned above.
Choose a Product

Why is it important to research the products you want to sell?
F...Because you're more likely to find a product your team is excited to create and customers are interested in buying.

**BRAINSTORM**
There are probably great product ideas already available to your class. Consider the following questions:
- Is there a school or community problem that we can solve with our business?
- Is there an existing project we could turn into a sellable product?
- Do we have existing resources or supplies (unrecycled chip bags, pallets, a community garden, etc.)?
- Are there student talents (photography, sewing, etc.) that we could take advantage of for a product or service?
As a class, come up with as many ideas as possible.

**DISCUSS**
Now, consider your best options. Using the list you made in Step 1, narrow it down by asking the following questions for each product idea.
- Can we make it in class (or at school)?
- Will we enjoy making it over and over again?
- Are there people outside of school who would actually buy this product?
Eliminate any product ideas for which you cannot answer "yes" to all three questions.
Continue until you’ve narrowed the list to your top 2-3 product ideas.

**CREATE**
For each of the product ideas remaining, complete a Defining Your Target Market worksheet. This will help you answer the question “Who is going to buy this product?”

Reach Your Target Market by asking yourselves: “How can we connect with these customers?” Make a list of your answers and hold onto it. This will be helpful when you’re ready to begin marketing your products!
SHIP IT!

Come up with a detailed description and a sample photo/digital rendering of your product ideas that you can share with potential customers.

Using the questions in the market research survey or coming up with your own, interview people in your community who fit your target market to collect feedback on your product ideas.

REVISE + EVOLVE

Use the feedback you've gathered to make a final decision on the product your business will make. Get excited! It's time to start building.

At this point, you should consider moving on to the Product Prototyping Toolkit.

LEARN MORE:

- Identifying Your Target Market (Article)
- How to Find Products to Sell Online (Article)
- Comprehensive Guide to Finding E-Commerce Products to Sell (Article)
- User Persona Canvas (Worksheet)
- Market Research Survey (Worksheet)

TOOLS TO DO THE WORK:

- Student Project Plan (Worksheet)
  Copy this document to find a templated project planner you can use to track progress toward completing the Toolkit activity.

- Your Target Market (Worksheet)
  A simple worksheet to help you identify the type(s) of customers you are hoping to will purchase your products.
Choose Team Roles

What can assigning team roles do for our business?
Selecting team roles can help your team make best use of the talents on your team. It also allows students to focus on the area(s) of the business that are most interesting to them or gain a breadth of experience. There is room for every personality in a business, and this process will help students find the right fit for them.

BRAINSTORM
Think about what teams (or departments) might be needed for your business. Use this list as a guide:
- Research + Development
- Sales + Customer Service
- Social Media + Marketing
- Design
- Web Development
- Logistics + Inventory
- Production/Manufacturing
- Admin/Accounting
Choose 4-6 teams depending on your business needs. Develop a list of teams appropriate to the size of the class.

REFLECT
Before your team chooses roles or departments, it's important to consider what skills each team member is bringing to the table.

Conduct a "skills audit" by asking each team member to reflect on their skills and aptitudes. While answers will deviate, consider using the list of roles/teams created in Step #1 to guide your reflection time.

CREATE
Now it's time to determine who will do what work. Here are a few ways that your team might approach this process:
- Students select their desired roles, and the class votes.
- Students select their desired roles, and the teacher decides.
- Create job applications. Students apply for jobs they want, and a student panel decides.
- Create job applications. Students apply for jobs they want, and the teacher decides.
Once established, teams should take full ownership of their part of the business.
SHIP IT!

Make your teams/departments public. Here are a few ideas:
- Get business cards printed with student roles on them. (consider the Business Cards Toolkit).
- Create a company directory
- Get name tags made that include student roles.
- Add a list of your departments/roles to your website.

OPTIONAL: ANNOUNCE IT!

Write a blog, social media post, or press release that introduces your team members, their role within the business, and maybe a fun fact about each person. Giving your audience a more personal look inside your team increases the likelihood that they will visit your site to make a purchase.

LEARN MORE:

A Founder’s Guide to Start-Up Roles (Article)

TOOLS TO DO THE WORK:

Student Project Plan (Worksheet)
Students can use the free platform to create beautiful and professional materials, like the company manifesto mentioned above.

Canva (Graphic Design Platform)
Students can use the free platform to create beautiful and professional materials, like the company manifesto mentioned above.
This education partner agreement (hereinafter referred to as the “Agreement”) is by and between Real World Scholars, Inc., a 501(c)(3) tax-exempt organization (California Entity No: C3678418) (“RWS”) and ________________________________________ (the “Education Partner”) (individually referred to as a “Party” and collectively as “Parties”) regarding the grant funding and operation of an educational program according to the terms and conditions herein.

RECITALS

I. WHEREAS, RWS wishes to provide educational and administrative assistance to the Education Partner and permission to utilize the EdCorp platform for the creation and management of a student-run, classroom-based business for educational purposes (the “Program”);

II. WHEREAS, RWS’ board of directors has determined that the educational program furthers RWS’ charitable goals and tax-exempt purposes. RWS’ board of directors has authorized RWS to enter into this grantor relationship with Education Partner whereby RWS may provide grant funds to Education Partner in support of the education program, in accordance with the terms and conditions of this Agreement;

III. WHEREAS, Education Partner agrees to accept assistance from RWS with the understanding that Education Partner shall oversee the educational program according to the terms and conditions stated in this Agreement and within the charitable purpose of RWS at all times.

GENERAL TERMS AND CONDITIONS

NOW, THEREFORE, the Parties hereby agree as follows:

1. Approved Program. Education Partner shall complete all work in accordance with the terms of this Agreement, the RWS charitable purpose, and any other information received during the application phase and approved in advance by RWS (the “Program Plan”), attached to this Agreement as EXHIBIT A and incorporated herein by this reference. RWS retains oversight authority to ensure that any funds disbursed to Education Partner in support of the Program are used for the intended charitable purposes.

2. PROCEEDS OF CREATIVE SERVICES. Education Partner and RWS agree that all media and/or assets related to the Program and any proceeds thereof, will be the intellectual property of Education Partner, with a license granted to RWS for use in the promotion of RWS and the EdCorp platform. Accordingly, RWS will receive a revocable license to use any copyright, patent, trademark, and any other intellectual property rights in the proceeds in perpetuity. RWS understands and expressly agrees the license described herein is exclusive, royalty free, and revocable that permits RWS to use the artwork and other proceeds of services under this Agreement for promotional purposes. Additionally, Education Partner and RWS agree that the Program, and related media and/or assets, delivered by Education Partner to RWS, and any proceeds thereof, will be owned by Education Partner. Accordingly, Education Partner shall own, in perpetuity, any copyrights, patents, trademarks, and any other intellectual property rights in the proceeds of the Program. Education Partner may register the copyright, patent, trademark, or otherwise protect its the rights granted herein in its own name without the express prior approval of RWS.

3. THIRD PARTY LICENSES. Education Partner is responsible for obtaining all necessary licenses for third party content and products. Education Partner shall purchase all applicable licenses for any other copyrighted work used in the development of the Program website or online platform. Education Partner shall indemnify and hold RWS harmless from any and all claims, liabilities, costs, losses, damages, or expenses (including attorney fees) arising from any third party claim directly relating to Education Partner’s failure to obtain applicable licenses for a copyrighted work.

4. PROGRAM FUNDING. This PROGRAM FUNDING section shall be applicable if RWS distributes funding to the Education Partner only: Education Partner understands that, in compliance with applicable laws, RWS retains full legal ownership of, and discretion and control over, any funds distributed from RWS for the purposes of the
Program and placed in the restricted fund, until such funds are granted or spent in accordance with this Agreement. With respect to the selection of Education Partner or any other grantee to carry out the purposes of the Program, RWS retains full discretion and control over the selection process, completely independent of any funder or revenue source. RWS retains the unilateral power, without approval from any funding source, from Education Partner, or from any other interested party, to redirect use of funds received for purposes of the Program away from Education Partner to another beneficiary capable of fulfilling the purposes of the Program.

5. PROGRAM EXECUTION. Education Partner agrees to complete the Program in accordance with the time of the Program Term, and under the terms and conditions of this Agreement.
   a. Education Partner agrees to, submit in writing, any deviation from the attached Program Plan to RWS for approval prior to implementation of changes.
   b. Education Partner agrees to provide reasonable access to any websites or platforms created with Initial Funds.
   c. Education Partner agrees to post disclaimers, at the request of RWS, acknowledging the source of funds and relationship with RWS on any website or platform created for the Program.
   d. Education Partner agrees to obtain all permissions from parents and/or guardians for any on-site, off-site, or additional conduct not originally anticipated by this Agreement.

6. PROGRAM COSTS. RWS may, should Education Partner satisfy certain Program requirements or milestones, grant to the Education Partner a sum of money in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Program Plan and under the terms and conditions set forth in this Agreement. Education Partner agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Program. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.
   a. Any funding to be provided to the Education Partner, under this Agreement, may be allocated as follows:
      i. Marketing for student-run stores and sales
      ii. Raw materials to manufacture and/or create products for sale under the Program
      iii. Software to facilitate operation of the Program
      iv. Applicable permits to facilitate operation of the Program and/or sales
      v. Applicable rentals for booths and other on-site facilities and resources to promote product sales

7. PROGRAM ADMINISTRATION. Education Partner, through the individual assigned to the specific Program, agrees to monitor and review all work performed under the Program; and coordinate budgeting and scheduling to assure that the Program is completed within any budgets that may be applicable, on schedule with the Program Plan, and in accordance with approved procedures, applicable laws, and regulations.
   a. Education Partner ensures that the Agreement requirements are met through completion of progress reports, submitted to RWS in accordance with the Program Plan and through regular communication with RWS. RWS reserves the right to require reports more frequently than on a monthly basis if necessary for legal purposes.
   b. For the sake of clarity, RWS does not expect nor does RWS require oversight of the Program from a district level or administrative level. In order to satisfy the legal requirements of a grant making 501(c)(3) organization oversight must be involved with any grant making and the teacher or other point person administering the Program with the students that receive the educational benefit will be the individual expected to provide such oversight.

8. SALES PROCEEDS OF PROGRAM. Education Partner agrees to provide an accounting report, in writing, to RWS outlining the total sales proceeds realized from the Program upon the conclusion of the Program Term, not to include sales tax (the “Total Program Proceeds”), if requested by RWS. Upon receipt of the report referenced herein, RWS shall grant the Total Program Proceeds to Education Partner as a donation that may be allocated by Education Partner, at Education Partner’s discretion, or donated to a non-profit organization of Education Partner’s choosing.
a. Additionally, Education Partner may, at various times throughout the Program Term, withdraw funds from the balance accrued to that date from sales under the Program for re-distribution back to Education Partner in order to further fund the Program and/or for distribution to a 501(c)(3) of Education Partner’s choosing.

9. PROGRAM WITHDRAWAL. If Education Partner wishes to withdraw from the Program, Education Partner shall notify RWS in writing. In the event the Program cannot be completed, and if any funds were provided to Education Partner, those funds must be returned to RWS if RWS deems necessary in RWS’ sole discretion.

10. PROGRAM TERMINATION. RWS may unilaterally rescind this Agreement at any time prior to the commencement of the Program.

b. After Program commencement, this Agreement may be rescinded, modified, or amended by RWS, due to a breach of this Agreement, a misuse of any funding provided to Education Partner, and/or a misuse or abuse of the EdCorps platform, in RWS’s sole discretion.

c. Failure by the Education Partner to comply with the terms of this Agreement may be cause for suspension of all obligations of RWS hereunder, at RWS’s sole discretion.

d. Failure of the Education Partner to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of RWS hereunder if in the judgment of RWS such failure was due to no fault of the Education Partner.

11. HOLD HARMLESS. Education Partner agrees to waive all claims and recourse against RWS including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of RWS, its officers, agents, and employees.

e. Education Partner agrees to indemnify, hold harmless and defend RWS, its officers, agents and employees against any and all claims demands, damages, costs, expenses or liability costs arising out of the creation, development, drafting, operation, and/or maintenance of any websites or online platforms described in the Program which claims, demands, or causes of action arise, except for liability arising out of the concurrent or sole negligence of RWS, its officers, agents or employees.

f. Education Partner and RWS agree in the event of judgment entered against RWS and Education Partner because of the concurrent negligence of RWS and Education Partner, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

g. Education Partner agrees to indemnify, hold harmless and defend RWS, its officers, agents and employees against any and all claims demands, damages, costs, expenses or liability costs arising out of the use, rental, and/or operation of any booth or on-site sales station outside of the Education Partner’s facilities which claims, demands, or causes of action arise, except for liability arising out of the concurrent or sole negligence of RWS, its officers, agents or employees.

h. Education Partner expressly agrees to indemnify, hold harmless and defend RWS, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to any products produced by the Education Partner under the Program, which shall include, but not limited to, indemnification for any liability arising out of injuries related to product liability, misuse of products, unintended use of products, anticipated or unanticipated misuse of products.

i. Education Partner expressly represents and warrants that in any scenario for which the Education Partner requires parent and/or guardian permission for a student to participate, that Education Partner will obtain said permission from the parent and/or guardian and such permission shall extend to indemnify RWS pursuant to the terms of this Agreement. For clarity, in the event that any student takes a field trip and/or is on-site or off-site conducting activities related to this Agreement, Education Partner shall be responsible for obtaining permission for such student participation from the student’s parent and/or guardian.
1. **INSURANCE REQUIREMENTS.** Education Partner shall maintain general liability with limits of not less than the standard practice in the academic industry for an educational institution similarly situated to Education Partner. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Education Partner’s limit of liability. The policy must include RWS, its officers, agents, employees and servants as additional insureds, but only insofar as the operations under the contract are concerned.
   a. Education Partner additionally agrees to maintain general liability insurance that extends to any off-site, booth or pop-up shop or similar, sales of Products under the Program.

2. **FINANCIAL RECORDS.** Education Partner agrees to maintain satisfactory financial accounts, documents, and records specific to the Program and to make them available to RWS for auditing at reasonable times. Education Partner also agrees to retain such financial accounts, documents and records for three years following Program termination or completion. This provision in no way requires Education Partner to provide any confidential or sensitive financial information related to the Education Partner’s overall operations, only the financial information related to the Program for 501(c)(3) compliance purposes of RWS.

3. **AUDIT.** Programs are subject to audit by RWS for three years following the final payment of Initial Funds. The purpose of this audit is to verify that Program expenditures were properly documented. Education Partners will be contacted at least 30 days in advance of an audit and audit requests shall only be made in the event that RWS is required to comply with a legal request or to satisfy legal requirements.

4. **USE OF FACILITIES.** Education Partner shall use its facilities for operating and facilitation of the Program and expressly agrees to indemnify and hold harmless RWS for any injury or liability arising from the use of the Education Partner’s facilities.

5. **NONDISCRIMINATION.** The Education Partner shall not discriminate against any person on the basis of sex, race, color, national region, age, religion, ancestry, or physical handicap while offering online sales and services under the Program and in performing the terms of this Agreement.

6. **SEVERABILITY AND NON-WAIVER.** If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable. No terms or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

7. **ASSIGNMENT.** Without the written consent of the RWS, this Agreement is not assignable by the Education Partner either in whole or in part.

8. **ENTIRE AGREEMENT.** This Agreement will constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the Parties with respect to the subject matter of this Agreement. The Agreement may be executed in counterparts, each of which will be an original, and all of which together will constitute one and the same document. No modification of these Terms will be binding unless in writing and signed by both Parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.

9. **GOVERNING LAW.** This Agreement will be governed by the laws of the State of California. Education Partner and RWS agree that any claims, legal proceedings, or litigation arising in connection with this Agreement will be brought solely in the courts of the City of San Diego, California, and the Parties consent to the jurisdiction of such courts. If any claim of dispute arising out of, or relating to, this Agreement is not settled promptly in the ordinary course of business, the Parties shall seek to resolve such dispute between them, first, by negotiating promptly in good faith. If the Parties are unable to resolve the dispute within twenty (20) business days (or such period as the Parties otherwise agree), then any such dispute shall be resolved by a binding arbitration conducted by a single arbitrator under the rules of the American Arbitration Association at a mutually agreed upon location. The arbitrator must base his or her decision upon this Agreement and applicable law.