

SKILLSBUILD FRAMEWORK AGREEMENT

This SkillsBuild Framework Agreement (this “Agreement”) is by and between [International Business Machines Corporation, a New York corporation] (“IBM”) and [Work Based Learning Alliance], a [NPO (“district, independent School, or NPO” and together with IBM, the “Parties”, and each, a “Party”).

WHEREAS, IBM has developed a thoughtful, holistic approach to corporate social responsibility that integrates IBM's values and maximizes IBM's positive impact as a global enterprise and, in connection with this approach, IBM seeks to open up technological resources and expertise in order to solve the social problems faced in communities around the world;

WHEREAS, in furtherance of these goals, IBM has created the SkillsBuild for Students program, which aims to provide students with the digital content and experiential learning they need to gain technical and professional skills required to prepare to enter college, internships, and the workforce (the Program”) and includes a digital platform dedicated to the Program (the “Platform”);

WHEREAS, IBM seeks to collaborate with school districts, individual schools, and non-profit organizations in order to promote the development of digital skills for the public, as well as the employees and volunteers of such non-profit organizations or school districts and individual schools; and

WHEREAS, consequently the district, individual school, or NPO accordingly wishes to participate in the Program, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

- a. Beneficiary: means the persons supported by the district, individual school, or NPO and the staff of the district, individual school, or NPO, and whom the Parties have chosen to enroll in the Program.
- b. Content: means the training courses and their component parts.
- c. Credly Inc.:U.S. company offering a platform managing open digital badges (standard Open Badges), which IBM started to issue in 2015.
- d. Implementing Agreement: an agreement created within the framework of this Agreement and concerning a specific Project.
- e. Pathway: means a set of resources/modules for the acquisition of knowledge or skills in a given field, validated by obtaining a Credly/Acclaim digital badge.
- f. Project: means a digital transformation project that the district, school, or NPO may choose to carry out in connection herewith, generally having a term not exceeding 4 to 6 weeks, and mainly involving project-based learning opportunities to help beneficiaries gain skills.

2. Projects. In the context of this Agreement, Projects may be submitted to IBM by the district, individual school, or NPO and will be the subject of an Implementing Agreement. A Project may be supported by IBM skills-based sponsorship or volunteering after consultation between the Parties and validation by the IBM Corporate Social Responsibility Manager {Shaun Wilson shaunwilson@ibm.com} as evidenced by the execution of an Implementing Agreement, which shall set forth the terms and conditions specific to such Project and the benefits that IBM Corporate Social Responsibility may offer in terms of skills-based sponsorship, consideration in cash or in kind.

3. Responsibilities of the Parties. During the Term of this Agreement, the Parties agree to perform the following responsibilities.

At the NPO level:

- I. **The NPO Lead** is an employee who is the primary point of contact for communication and overall project management with IBM. This person should be able to lead the creation and implementation of strategic plans regarding district readiness and rollout, have a high-level understanding of operations, policies, and key people in the district, and should be able to effectively navigate and communicate through district learning channels.

Key responsibilities include:

- Participate in facilitated leadership planning.
- Collaborate with IBM staff and district leadership to develop implementation strategies for SkillsBuild for Students
- Work closely with district and school leadership to develop policies and strategies for communication with parents of Beneficiaries, digital citizenship, and professional learning.
- Work closely with district IT department to ensure that technology requirements have been met (e.g., vetting SkillsBuild for Students as an approved technology platform within the district).
- Work closely with school and technology leadership teams to ensure that the school has IT support so that the coach stays focused on curriculum and learning support..
- Communicate how the IBM's SkillsBuild for Students initiative aligns with and supports NPO goals.
- Approve SkillsBuild for Students implementation strategy plan, KPIs, scaling plan that leads to achieving a 65% activation goal.
- Ensure key faculty can participate in formal professional learning specific to the initiative.
- Communicate with parents of Beneficiaries and community about school's role within IBM SkillsBuild for Students.
- Document innovative learning strategies for ongoing assessment and publication purposes.
- Collaborate with IBM and school leadership to develop resource enablement for teachers.
- Participate in monthly initiative-specific meetings to provide timely feedback to IBM
- Collaborate with IBM, Coaches, and school technology program manager how to enable school community to deliver career counseling, goal setting, and customized career pathway planning that utilizes the SkillsBuild for Students program.

If there are changes to these roles, the district is responsible for notifying the IBM Corporate Social Responsibility Manager assigned to this partnership in writing via email within one week of the change. The district, independent school or NPO is responsible for orienting the new employee in their role within the IBM SkillsBuild for Students Program.

IBM agrees to:

- a. Provide the district, independent school, or NPO, free of charge, with the following resources:

- Professional, digital, and role-based content that leads to industry recognized badges
 - Involvement with IBM subject matter experts
 - Teacher toolkits
 - Access to the service center
 - IBM partner support that includes:
 - i. Developing and supporting internal execution
 - ii. Manage district and/or school(s) relationship with IBM
 - iii. Platform training and technical support
 - iv. Providing thought leadership around implementation strategies and platform usage
 - IBM support via Corporate Social Responsibility Manager
 - Partner Success and Project Manager
 - Education Strategist
 - Materials and support to help solve implementation gaps, content curation/alignment, standards alignment
 - Supplemental programming that leverages learning experiences into a practical outcome
- b. Provide train the trainer support for a period of no more than 6 months in order to support the district, independent school or NPO in adopting the platform, as well as in the identification, qualification and management of the Projects; and
- c. Provide, in its sole discretion, support to the District, individual school or NPO in the form of skills-based sponsorship, consideration in cash or in kind to meet specific additional demands.

4. Communications. After mutual consultation and agreement, which shall be set forth in writing, the Parties anticipate they will publicize the Program as part of their partnership in their communication operations (articles in external and internal newspapers, website, brochures, press kit, annual summary of partnerships, etc.). No Party can use the other Party's logo without the prior express written consent of the other Party. Such written consent will include the graphic standards and other requirements to use the logo.

5. Personal Data.

- a. IBM will treat all Personal Data provided by district, individual school, or NPO to IBM ("NPO or School's Personal Data") in the manner required by the IBM Data Processing Addendum identified in subsection (d) below. Currently, IBM treats all Personal Data provided as confidential by not disclosing it except to IBM employees and contractors and only to the extent necessary to execute this Agreement. IBM, its affiliates and contractors may access and use NPO or School's Personal Data solely for the purpose of executing this Agreement.
- b. District, individual school, or NPO is responsible for obtaining all necessary rights and permissions to enable, and grants such rights and permissions to, IBM, its affiliates, and contractors of either to use, provide, store and otherwise process NPO or School's Personal Data in respect to this Agreement. This includes district, individual school, or NPO providing required information, making necessary disclosures and obtaining consent, if required, before providing individuals' information, including personal or other regulated data in such district, individual school, or NPO or NPO or School's Personal Data. (Terms of use and privacy consent link added: <https://students.yourlearning.ibm.com/about/data-privacy/>)
- c. District, individual school, or NPO or whom requests bulk uploads to platform will need to submit the parent/guardian permission forms where students do not meet the digital age of consent. If parents are unable to provide consent the district, individual school, or NPO will need to submit in writing their authority to sign off on behalf of the parent/guardian for that student to access the platform.

- d. IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and the SkillsBuild DPA Exhibit, attached hereto as Exhibit A, shall apply to the NPO or School's Personal Data, if and to the extent either of the following apply: i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl>. Note: "Client" and "Services" in the DPA and the DPA Exhibit shall mean district, individual school, or NPO and IBM's undertakings detailed in Section 3(b) hereof, respectively.
- e. IBM, its affiliates and contractors, may, wherever they do business, store and otherwise process business contact information (BCI) of district, individual school, or NPO, its personnel, and authorized users, for example, name, business telephone, address, email, and user ID for business dealings with them. Where notice to or consent by the individuals is required for such processing, district, individual school or NPO will notify and obtain such consent. The IBM Privacy Statement at <https://www.ibm.com/privacy/us/en/> provides additional details with respect to BCI and Account Data (defined below).
- f. Account Data is information, other than Content and BCI, that district, individual school, or NPO provides to IBM to enable district, individual school, or NPO acquisition or use of IBM Products or Non-IBM Products or that IBM collects using tracking technologies, such as cookies and web beacons, regarding district, individual school, or NPO acquisition or use of IBM products or non-IBM products. IBM, its affiliates, and contractors of either, may use Account Data, for example, to enable product features, administer use, personalize experience, and otherwise support or improve use of IBM products and non-IBM products

6. Liability. IBM's maximum aggregate liability for any and all claims that may arise from this Agreement or any Implementing Agreement, whether in contract or in tort or on any other basis, including claims for IBM's performance or non-performance, will be limited to local currency equivalent of USD \$5,000, inclusive of all taxes and damages. Nevertheless, under no circumstances will IBM be liable for special, incidental, or indirect damages or for any economic consequential damages (including lost profits or savings) even if IBM has been informed of their possibility. IBM will also not be liable for third party claims against district, individual school, or NPO, except with respect to IBM's defense obligations set forth in Section 7(a) ("Defense Obligations"). Furthermore, IBM will not be liable for loss of or damage to district, individual school, or NPO's or anyone else's records or data. For purposes of this section 6, IBM means IBM and each of its subsidiaries, partnerships, affiliates, and their respective subcontractors and agents. Neither this Agreement nor any Implementing Agreement creates rights for the benefit of third parties.

7. Intellectual Property

- a. *Copyrights.* The ownership and licensing of copyrights on works protected by the law of literary and artistic property developed specifically within the framework of a Project (hereinafter the "Elements") shall be governed by the terms of an Implementing Agreement for such Project. The foregoing notwithstanding, the Elements exclude all works protected by intellectual property rights made available to the district, individual school, or NPO (such as for example the works available on the Platform, Content or Courses) but not created under a Project, as well as any modifications or improvements of the said works: the Existing Works. District, individual school, or NPO or school does not own any intellectual property rights in the Existing Works. Some Existing Works are subject to a separate license agreement ("Licensed Existing Works"). A software system is an example of a Licensed Existing Work and remains subject to the provisions of the Software.

- b. *Defense Obligations.* Subject to the limitations of Section 6, if a third party initiates proceedings against the district, individual school, or NPO claiming that an IBM product is an infringement of a patent or copyright, IBM will defend the district, individual school, or NPO against such allegations, and will bear the amounts to which the district, individual school, or NPO may be sentenced to pay on the basis of such an allegation by a court decision having the force of res judicata or which are included in a transactional agreement approved by IBM, provided that the district, individual school, or NPO (i) promptly notifies IBM in writing of the allegation, (ii) provides the information requested by IBM and (iii) allows IBM, by providing reasonable cooperation, to exercise control over the defense and any settlement negotiations, including mitigation measures.

IBM is not responsible for claims of infringement based, in whole or in part, on non-IBM products, material not provided by IBM or any breach of applicable law or third-party rights caused by the content, documentation, designs or specifications of the district, individual school, or NPO. Standard market software systems remain subject to the licensing terms and conditions of their publishers.

8. Term & Termination. This Agreement shall take effect from the date of its signature and shall apply for a period of one year from the date hereof (the “Initial Term”). At the end of the initial term of the Agreement, it shall automatically renew for successive periods of one year unless either Party provides notice no later than 90 days prior to the end of the term of such Party’s intent not to renew. In addition, and throughout the duration of the Agreement, this Agreement may be terminated by either Party on 10 days prior written notice if no training operation or Project is carried out;

IBM may terminate this Agreement upon written notice if the district, individual school, or NPO breaches this Agreement or there is a claim that a Beneficiary breached the terms of this Agreement or any terms associated with services provided to Beneficiaries (ex. content license terms, mentoring terms) as part of this partnership.

9. Ethics/Anti-Corruption. The Parties will act with the highest standards of ethical conduct. The Parties will comply with all applicable laws, rules and regulations, including anti-bribery laws. No individuals associated with or employed by any of the Parties will improperly benefit, whether directly or indirectly from this Agreement or the actions contemplated hereby. The Parties will not offer, promise or make, directly or indirectly any payment for any other unlawful the purpose of improperly influencing (or inducing anyone to influence) decisions or actions of any official of a government-controlled entity or public international organization. Parties will not undertake any activity that may directly or indirectly support terrorists or acts of terrorism.

10. Non-Discrimination. Parties will comply in every respect with all applicable provisions of all federal, state and local statutes, rules and regulations which prohibit unlawful discrimination against any employee, applicant for employment, student or applicant for admission because of race, color, religion, sex, age, marital status, veteran status, disability, national origin or sexual orientation, genetic predisposition, or carrier status. Each Party will promptly notify the other Party of any complaint of discrimination made to it by any person in connection with the subject matter of this Agreement.

11. Market Value and Expenses. The market value of IBM’s [grant of] SkillsBuild [Work Based Learning Alliance] is estimated at up to [\$277,000] and is based on standard IBM list prices as of the date on this agreement [the “Maximum Grant”]. The final actual market value will be calculated and reported based on actual usage of licenses and other variables. Each party will bear its own expenses in connection with

this agreement. [Work Based Learning Alliance]] will be responsible for the taxes and duties, if any, that may apply to [Work Based Learning Alliance]]'s receipt of this grant in connection with this Agreement.

12. General Considerations. The Agreement may not be assigned in whole or in part without the prior written consent of the other party (which shall not be unreasonably withheld). This Agreement does not create an agency, partnership or joint venture relationship between IBM and district, individual school, or NPO or district, individual school, or NPO personnel. Any reproduction of this Agreement made by reliable means is considered an original. The parties refrain from bringing proceedings against the other under the Agreement more than two years after the occurrence of the operative event. Each party is responsible for complying with the laws and regulations applicable to its activities and content. ANY AND ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING SUMMARY PROCEEDINGS, WILL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE STATE OF NEW YORK. Both parties agree to the application of New York law, notwithstanding any principle of conflict of laws.

International Business Machines Corporation

By *Justina Nixon-Saintil*

Name: Justina Nixon-Saintil

Title: Chief Impact Officer

Date: 07/24/2023

Work-Based Learning Alliance Inc

By *Prudence Clifford*

Name: Prudence Clifford

Title: Executive Director

Date: 21 July 2023

Data Processing Addendum Exhibit A

SkillsBuild for Students

This Data Processing Addendum Exhibit (DPA Exhibit) specifies the DPA for the identified Service.

1. Processing

IBM will Process Client Personal Data for the Service, as described in the Agreement, including the DPA and this DPA Exhibit.

1.1 Duration of Processing

IBM will retain Client Personal Data as part of system backup for a period of one month.

1.2 Data Actions and Processing Activities

1.2.1 Data Actions

IBM's data actions based on Client's instructions are:

- Collection
 - Data collection on behalf of Client directly from individuals by manual or automated means
 - Data collection from Client
 - Data collection (acquired or received) on behalf of Client from third parties (other than the individual or Client)
- Creation
 - Creation of new data by analytics, inference or analysis
 - Creation of new data via aggregation, combination or matching
- Transformation
 - Manipulation (parsing, formatting or transformation) of data
 - Updating, for example, to keep data current
- Use
 - Reading data only
 - Presenting, accessing, using or copying data
- Sharing with third parties
- Storage of data including backups
- Deletion of data

1.2.2 Processing Activities

The nature of Processing consists of the following IBM Processing activities based on the Client's instructions:

- Monitoring – Applications, networks, systems, or infrastructure logging or monitoring
- Customer Support – Help desk or other technical support
- Hosting – Storage or other computing resources
- Backup – Back-up, archiving, or disaster recovery
- Caching – Online processing or manipulation of data without persistent storage

- Services – Business or data processing on behalf of IBM or an IBM customer

2. Client Personal Data

2.1 Categories of Data Subjects

The following lists the Categories of Data Subjects whose Personal Data are processed within the Service:

- Client's employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants)
- Client's affiliates employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants)
- Client's beneficiaries (those receiving support from the client as individuals)

2.2 Types of Personal Data and Special Categories of Personal Data

2.2.1 Types of Personal Data

The following lists the Types of Client Personal Data that will be processed within the Service:

- Characteristics of the Individual
 - Learning interest (optional)
 - Language
 - Skills
 - Organization affiliation
- Habits and Activities of the Individual
 - Course completion
 - Online badges earned
 - Comments about the learning content (optional)
 - Communication from email and live text chat help systems
- Identity of the Individual
 - Person name
 - Email address
 - Picture (optional)
 - Phone number (optional)
- Location of the Individual
 - Country

2.2.2 Special Categories of Personal Data

The following lists the Special Categories of Personal Data that will be Processed within the Service:

- Personal data about minors

2.2.3 General

The above lists, in this Section 2, are information about the Categories of Data Subjects, the Types of Client Personal Data, and Special Categories of Personal Data that are Processed within the Service.

IBM will Process the Types of Client Personal Data and Special Categories of Personal Data of the identified Categories of Data Subjects listed above in accordance with the Agreement. Given the nature of the Services, Client acknowledges that IBM is not able to verify or maintain the above lists, therefore, Client will notify IBM of any required changes to the above lists by contacting (phone or email) the Offering Team of SkillsBuild for Students directly. If changes to the above lists require changes of the agreed Processing, Client shall provide Additional Instructions to IBM as set out in the DPA.

3. Technical and Organizational Measures

The technical and organizational measures (TOMs) applicable to the Service are the following:

The technical and organizational measures (TOMs), including each party's area of responsibility, applicable to the Service can be found at:

<https://ibm.box.com/s/abr6emhb0ws69ht3r5l4bjf064ut280z>

Client confirms its obligation to implement appropriate TOMs within its own area of responsibility as set out above.

IBM has obtained the following standard security certifications, personal data seals, and marks and /or summary audit reports to regularly test, assess and evaluate the effectiveness of the TOMs: ISO 27001, ISO 27017, ISO 27018, and ISO 27701.

4. Audit

Intentionally left blank.

5. Deletion and return of Client Personal Data

Client will be able to delete and/or make a copy of Client Personal Data until the expiration or termination of the Service. IBM hereby certifies that all Client Personal Data are deleted at the end of the Retention Period.

6. Subprocessors

IBM may use the following Subprocessor(s) in the Processing of Client Personal Data:

a. IBM companies:

Name of Subprocessor	Processing	Country Located
IBM North America 590 Madison Avenue New York, NY 10022 United States	SSO Federation Learning Sources: Skills Network, Skillsbuild to Go, Patterns	USA
IBM Canada Ltd. 3600 Steeles Avenue East Markham Ontario L3R 9Z7 Canada	Contractors with data access	Canada
IBM Deutschland IBM-Allee 1 D-71139 Ehningen Germany	Your Learning SaaS hosting Skillsbuild hosting Learning Source: Learning Patterns SSO Federation IDP for Google, LinkedIn, and Facebook, IBM Identity Manager	Germany

Name of Subprocessor	Processing	Country Located
IBM North America 590 Madison Avenue New York, NY 10022 United States	Google Analytics over Tealium	USA

b. Third Party Subprocessors:

Name of Subprocessor	Processing	Country Located
ESKILL 301, West Wing Worldmark I, Aerocity New Delhi - 110037	SSO Federation, Transcripts	India
Credly Inc. 349 5 th Avenue, Suite 726 New York, NY 10016 USA	Badges Source, Badges	USA

c. Subprocessor Updates:

IBM will notify Client of any intended changes to Subprocessors as follows:
Sending out an announcement email to our clients upon signing with new vendors (data processors)

7. Transborder Data Processing

7.1 EU Standard Contractual Clauses

By entering into the Agreement, IBM and Client are entering into the EU Standard Contractual Clauses (Commission Decision 2021/914) (EU SCC) available at <https://ibm.box.com/s/3xogwbbabzuoq9484y1ela29zrhevim4>, unless both IBM and Client are located in a country providing an adequate level of protection under the Data Protection Laws. In case of the latter, the EU SCC are not required between IBM and Client and IBM will enter into the EU SCC with each Subprocessor located in a Non-Adequate Country as listed in the above Section 6 – Subprocessors.

Where the EU SCC are required between IBM and Client, the parties acknowledge that the applicable module of the EU SCC will be determined by their role as Controller and/or Processor under the circumstances of each case and are responsible for determining the correct role undertaken in order to fulfil the appropriate obligations under the relevant module.

7.2 Privacy Shield

This Service is included in IBM's Privacy Shield certification and applies to this Service for any Personal Data transferred to the United States from those countries whose data protection laws recognize Privacy Shield as a valid mechanism for such cross-border transfers. The IBM Privacy Shield Privacy Policy applies to this Service, and is available at: http://www.ibm.com/privacy/details/us/en/privacy_shield.html ("Policy"). This Policy does not apply when Client chooses to have their offering Content hosted in countries other than the United States.

8. Data Protection Officer and Other Controllers

Client is responsible for providing complete, accurate and up-to-date information about its Data Protection Officer, and EU Representative if applicable, and each other Controllers (including their Data Protection Officer and EU Representative, if applicable), if any, by email at sbpartnr@us.ibm.com.

9. IBM Privacy Contact

The IBM Chief privacy contact can be contacted at ChiefPrivacyOffice@ca.ibm.com