



Host Agreement for Make48 Innovation Experience

License Agreement

This License Agreement (the "Agreement") is made effective as of [10/2/24], by and between Make48, LLC ("Make48"), and [Platte County High School], with its principal place of business located at [1501 Branch St., Platte City, MO, 64079] ("Licensee").

Recitals

WHEREAS, Make48 owns all rights, titles, and interests in and to U.S. Trademark Registration No. 5380946 for "Make48," U.S. Trademark Registration No. 5154350 for "Make48," together with the goodwill symbolized thereby, along with all copyright and common law trademark rights associated with the Make48 Event and Innovation Experience.

WHEREAS, Make48 has developed and acquired certain know-how, information, planning, and technology pertaining to hosting and executing the Make48 Innovation Experience.

WHEREAS, Make48 desires to license, and Licensee desires to utilize, the Make48 Innovation Experience at their location, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions contained herein, the parties agree as follows:

1. Grant of License

1.1 Make48 hereby grants to Licensee a non-exclusive, non-transferable, revocable license to access and use the Make48 Innovation Experience ("Curriculum") solely for educational purposes within the Licensee's institution, subject to the terms and conditions set forth in this Agreement.

1.2 This License does not grant Licensee the right to sublicense, sell, or otherwise make the Innovation Experience available to any third party or students outside of their capped licensed agreement, without prior written consent from Make48.

2. Fees and Payments

2.1 Licensee agrees to pay Make48 an annual subscription fee of \$⁰ for licenses for ₂₅ students to participate in the Innovation Experience. The specific fee and number of licenses are determined based on discussions between Make48 and the Licensee prior to the execution of this Agreement and may be adjusted upon renewal, as outlined in Section 3.

2.2 Licensee may purchase licenses directly or seek supporting sponsorship to cover the license fee. For fees of \$5000 or greater, Make48 commits to assisting in securing sponsorship upon request and with permission from the School; Licensee will facilitate introductions between Make48 and potential sponsors. Make48 will lead and engage with potential sponsors to support securing sponsorship.

2.3 Make48 reserves the right to introduce National Sponsors alongside any local sponsors procured by the Licensee. All sponsorships must feature branding for both Make48 and the sponsors; all sponsorships are subject to Make48's approval.

3. Adjustment of Fees Upon Renewal

3.1 At least 60 days before renewal, Make48 and Licensee will review the anticipated number of students and discuss adjustments to the license fee and number of licenses as necessary.

3.2 An increase in licenses will result in additional fees for the renewal term, while a decrease allows for fee adjustment. No refunds for reduced licenses in the current term are provided, but the adjusted fee will apply for the renewal term.

4. Intellectual Property of the Innovation Experience

4.1 The Intellectual Property is encompassed by the Innovation Experience , which includes the trademarks Make48, associated copyrights, trade secrets, technology, know-how, and information related to the Make48 Innovation Experience, along with any other intellectual property.

5. Grant of Use

5.1 Licensee is granted the right to use the Intellectual Property during the term of this Agreement for advertising their participation in the Make48 Innovation Experience. Use beyond this scope requires Make48's written approval.

6. Ownership of Intellectual Property of Innovation Experience

6.1 Make48 retains ownership of the Intellectual Property, including the Innovation Experience and any improvements thereto. Licensee is granted use of such improvements without additional expense. Licensee shall assist in transferring any improvements of the Innovation Experience to Make48.

7. Intellectual Property of Innovation Generated Through Participation

7.1 Intellectual property created by participants remains the property of the participants unless a Challenge Sponsor acquires rights by compensating the participant team according to the terms provided in Appendix C: Team Rules and Regulations Agreement. All participants will be required to sign the Team Rules and Regulations Agreement prior to being granted access to Innovation Experience materials and challenges.

8. Confidentiality

8.1 All parties participating in the Innovation Experience for a Challenge Sponsor, including Students, Teachers, and Mentors, will be subject to signing an NDA. All parties commit to maintaining the confidentiality of proprietary information, preserving such confidentiality for one year post-termination.

9. Return of Information and Materials on Termination

9.1 Upon termination, Licensee must return all materials to Make48 and delete all stored electronic information.

10. Non-Competition

10.1 Licensee agrees not to directly or indirectly compete with Make48 in connection with the Innovation Experience for 12 months post-termination unless agreed in writing.

11. Insurance, Workers, and Safety

11.1 Licensee and Make48 may obtain and maintain, at their expense and at their option, their own insurance coverages; recommendations from Make48 are described in Appendix A. All such policies shall provide that the coverage thereunder shall not be terminated without at least thirty (30) days prior written notice to the other party. Such Insurance shall cover the Facility and each party, as applicable, and **documentation of the existence of active insurance coverage must be submitted to Make48 prior to being granted access to Innovation Experience materials.** Insurance shall cover all employees, participants, mentors, or any other individuals or attendees to the Innovation Experience. The parties decision not to seek insurance coverage is at each party's own risk, and any liabilities resulting from a decision not to obtain insurance shall not be assignable to the other parties other than through the indemnification clauses of this Agreement and associated agreements.

11.2 Licensee agrees that all employees, volunteers, or associates of Licensee involved in the Innovation Experience will follow all Make48 competition rules and will sign the appropriate non-disclosure and indemnification agreements.

11.3 All individuals who will use any machinery or equipment located at the Facility during the Innovation Experience must be trained prior to the operation of such machinery or equipment. Licensee will make available training to the machinery or equipment prior to the Innovation Experience prototyping phase or at such a time as suitable for the training of all tool technicians and those allowed use of the machinery or equipment.

11.4 Training Documentation: The school district is responsible for ensuring that all participants who will use any machinery or equipment have received appropriate training. Documentation of such training must be maintained and made available to Make48 upon request. This documentation should include the name of the participant, date of training, and the specific equipment for which training was provided.

11.5 Make48 is not responsible for payment of any staff or employee of Licensee. All participants of the Innovation Experience shall be volunteers or shall be compensated by the Licensee.

12. Indemnification

12.1 To the extent permitted by law, and without waiver of any sovereign or governmental immunity, Licensee shall defend and shall indemnify and hold harmless Make48, including its officers, directors, shareholders, agents, members, managers, employees, partners, successors, and assigns, for any loss, damage, or injury to any person or any property of Licensee or in proximity to the Facility resulting from any cause whatsoever, nor shall Make48 be liable or responsible for any other loss, damage, or injury arising, directly or indirectly, out of or in connection with the use of the Facility and the Innovation Experience by any party unless solely caused by the gross negligence or willful misconduct of Make48. Licensee, as Host of the Innovation Experience, assumes all risk of damage to property or injury to persons in, upon, or about the Facility from any cause whatsoever and Licensee waives all claims in respect thereof against Make48 and releases Make48 of all such claims. Licensee shall indemnify and hold harmless Make48 against any false statements or claims of intellectual property infringement by any third party. The covenants contained in this paragraph shall survive the expiration or earlier termination of this Agreement.

12.2 Forms Responsibility and Indemnification: The school district acknowledges and agrees that by rostering a student and granting them access to the Make48 Innovation Experience, it signifies that all necessary forms, including consent forms, photo releases, and indemnification agreements, have been duly completed and are on file with the district.

12.3 Make48 shall defend, indemnify and hold harmless the Licensee, including its officers, directors, Board of Education, agents, employees, successors, and assigns, for any loss, damage, or injury to any person or any property of Make48 resulting from any cause whatsoever, nor shall make Licensee liable or responsible for any other loss, damage, or injury arising, directly or indirectly, out of or in connection with the use of the Facility and the Innovation Experience by any party unless solely caused by the gross negligence or willful misconduct of Licensee. Make48 shall indemnify and hold harmless Licensee against any false statements or claims of intellectual property infringement by any third party. The covenants contained in this paragraph shall survive the expiration or earlier termination of this Agreement.

13. Limitation of Liability

13.1 Make48 shall not be liable for any indirect, incidental, or consequential damages arising from the use or inability to use the Innovation Experience. This limitation shall not apply to claims resulting from negligence or willful misconduct by Make48. In no event shall Make48's total liability for damages arising out of or related to this Agreement exceed the total fees paid by the Licensee under this Agreement.

14. Privacy and Data Collection

14.1 Data Collection and Use: Make48 and Licensee acknowledge the importance of privacy and agree to adhere to all applicable laws, regulations, and Board of Education policies of the Licensee concerning data protection. For the purposes of facilitating the Innovation Experience, Licensee may be required to collect student names and email addresses. This information will solely be used for logging into and participating in the designated platform.

14.2 Consent and Privacy Notice: Licensee shall ensure that clear consent is obtained from students or their parents/guardians for the collection and use of personal data. Licensee agrees to provide, or ensure access to, a privacy notice that outlines how and why student data is collected, used, and protected. See Appendix B for an example notice.

14.3 Data Security: Both parties commit to implementing and maintaining reasonable security measures to protect collected personal data from unauthorized access, disclosure, alteration, and destruction.

14.4 Compliance and Cooperation: Make48 and Licensee agree to cooperate in ensuring compliance with applicable data protection laws, including but not limited to, responding to inquiries from data subjects or regulatory authorities regarding data processing activities.

15. Record Keeping and Documentation

15.1 Collection and Storage: The Licensee is responsible for maintaining all signed forms, including consent forms, photo releases, and indemnification agreements, related to the participation of students in the Make48 Innovation Experience. These records must be securely stored and accessible for the duration of the student's involvement in the program and for a period of at least one year thereafter.

15.2 Compliance: The school district agrees to provide copies of these records to Make48 upon request, for purposes of verifying compliance and addressing any issues that may arise.

16. Miscellaneous

16.1. Applicable Law: This Agreement shall be construed according to Missouri law. Any dispute or claim from this Agreement shall be resolved exclusively in the state courts of the State of Missouri, county of Platte, and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

16.2. Assignment: The rights granted herein to each party are personal to each party and shall not be assigned by either party. This Agreement will be binding upon any successor to either party to this agreement.

16.3. Severability: If any provision of this Agreement shall be held to be illegal, invalid, or unenforceable by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

16.4. Entire Agreement: This Agreement represents the entire Agreement between the parties, and may not be modified except in writing signed by both parties hereto. This agreement supersedes any other previous or contemporaneous agreement or understanding between the parties with respect to the Innovation Experience and contains the entire understanding between the parties with respect to the Innovation Experience.

16.5 Confidentiality: Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for Licensee and Make48 are to be kept confidential by the parties, and not disclosed to any other party or used in part or whole without the permission of the other party. Make48 understands that the Licensee is subject to the Missouri Sunshine Law and the Family Educational Rights and Privacy Act (FERPA), and no disclosure of any documents or information in connection with this Agreement required under those laws, or any other laws, will be considered a breach of the covenants of this Agreement.

16.6 Sovereign Immunity: Nothing in this Agreement shall constitute any waiver of the Licensee's sovereign immunity for lawsuits, pursuant to Missouri law, including but not limited to Section 537.600 et. seq., of the Missouri Revised Statutes. Any insurance purchased for liabilities that may arise out of the performance of this Agreement is not a waiver of any defense available to the Licensee by statute or common law.

16.7. Anti-Israel Discrimination: To the extent that Section 34.600, RSMo., applies to this Agreement, Make48 hereby certifies pursuant to said statute that it is not currently engaged in and shall not for the duration of this Agreement engage in a boycott of goods or services from: The State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or, persons or entities doing business in the State of Israel.

SCHOOL DISTRICT

MAKE48, LLC

SUPERINTENDENT OR DESIGNEE

TOM GRAY

SIGNATURE

SIGNATURE

TITLE

CHIEF EXECUTIVE OFFICER

DATE

DATE

BUILDING PRINCIPAL

SIGNATURE

DATE

Please email a copy of your school district's insurance certificate to education@make48.com.

Appendix A: Insurance Recommendations

Commercial General Liability including product liability:

Per Occurrence (Claims made policies are not acceptable)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$2 Million Products-Completed Operations Aggregate

Independent Contractors

Umbrella/Excess Liability:

\$4 Million Each Occurrence

Coverage under the Umbrella policy at least as broad as underlying policies

Business Auto Liability Insurance:

\$ 1 Million Each Accident – Combined Single Limit (Bodily Injury and Property Damage)

Workers' Compensation and Employer's Liability:

Workers' Compensation

Evidence Statutory Requirements

Include "alternate employer" endorsement for vendors permanently on site

Employer's Liability

\$1 Million Bodily Injury per Accident - Each Accident

\$1 Million Bodily Injury per Disease - Each Employee

\$1 Million Bodily Injury by Disease - Policy Limit

Requirements:

- Make48, LLC must be added as additional insured as our interests appear with respect to the Commercial General Liability, including product liability and Auto Liability policies. A copy of the additional insured endorsement must accompany the Certificate of Insurance.
- Any coverage provided as Additional Insured must be primary and noncontributory to any other valid and collectible insurance.
- Certificates of insurance shall provide notice of cancellation in accordance with policy provisions.
- **Certificates of insurance shall be provided prior to the start of any work/services to be performed and with the signed vendor's agreement when the purchased product is involved.**
- Coverage shall be placed with carriers authorized to do business in the state where work/services are being performed.
- Carrier shall maintain an A.M. Best rating of at least an "A- VIII".

Appendix B: Notice of Data Collection for Access to Make48 Curriculum and Resources

To the Parents and Guardians of Participants in the Make48 Innovation Experience:

As your child prepares to participate in the Make48 Innovation Experience, offered by Make48, LLC ("Make48"), we are excited to provide them with access to our engaging curriculum and resources. To facilitate this, we require some basic information from each student, specifically their name and email address.

Purpose of Data Collection:

Collecting this information enables us to:

- (a) Create individual accounts for curriculum access.
- (b) Ensure secure, personalized access to educational materials.
- (c) Facilitate essential communications related to the program.

Protection and Use of Personal Information:

Make48 is dedicated to ensuring the privacy and security of all participants' information and agrees to comply with all applicable State and federal laws, and District Policies and procedures, with regard to student privacy, including the Family Educational Rights and Privacy Act (FERPA). Accordingly, the collected data will:

- (a) Be utilized strictly for educational purposes as outlined here.
- (b) Be safeguarded with appropriate measures to prevent unauthorized access.
- (c) Not be shared with third parties without explicit consent, except as mandated by law.

Passive Agreement Process:

To simplify participation, we are implementing a passive agreement method for data collection. If you prefer that your child's name and email address are NOT shared with Make48 for the purposes mentioned, please contact your child's teacher or the designated school official directly and provide them with a written notice of your decision to opt-out.

Your school will have a specific process in place for this, and your child's teacher can guide you on the steps to take. Unless an opt-out notification is received from you through the school, we will proceed with the understanding that consent has been granted for collecting and using your child's personal information as detailed.

Withdrawing Consent:

Should you decide to withdraw your consent at any point, please inform your child's teacher or the designated official at the school. They will facilitate the removal of your child's personal information from the Make48 system.

Questions and Concerns:

For any inquiries or concerns regarding this data collection notice or the handling of your child's information, please feel free to reach out to your child's teacher or the designated school official.

Acknowledgment:

By not opting out through your child's school, you acknowledge and consent to the collection and use of your child's personal information by Make48 for educational purposes, as outlined in this notice.

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Appendix C: Sample Off-Site Safety Protocols and Requirements

This handout provides guidelines for ensuring the safety of students participating in Make48 Innovation Experience activities conducted off-site. These protocols are intended to assist schools, supervising teachers, and parents/guardians in creating a safe environment for students. Make48 is not responsible for the enforcement of these protocols. District may amend the proposed safety protocols as necessary.

Safety Protocols for Off-Site Activities

1. Supervision
 - Students must be supervised by a teacher, authorized school personnel, or a responsible adult at all times during off-site activities.
2. Approval and Documentation
 - The supervising teacher must obtain written approval from the school administration for any off-site activities. This approval should include details about the location, duration, and nature of the activity.
 - Parents/guardians should be informed of the off-site activities and provide written consent for their child's participation.
3. General Safety Guidelines
 - Ensure the working environment is safe and free of hazards.
 - Students must use appropriate safety gear, such as gloves, goggles, and closed-toe shoes, when handling tools or materials.
 - Avoid wearing loose clothing and ensure long hair is tied back to prevent accidents.
4. Equipment Use
 - Only students who have been trained and certified by the school to use specific tools and equipment should be allowed to do so.
 - Supervising adults should inspect tools and equipment for safety before use.
5. Emergency Preparedness
 - Have a first aid kit available at the off-site location.
 - Know the location of the nearest medical facility and have emergency contact numbers readily accessible.
 - Supervising adults should be trained in basic first aid and emergency response procedures.
6. Transportation Safety
 - Ensure safe transportation arrangements to and from the off-site location.
 - Follow all school policies regarding transportation of students.

Parental Responsibility

Parents/guardians are responsible for ensuring that their children adhere to these safety guidelines during off-site activities. This includes providing any necessary safety gear and supervising their children if participating at home or in a non-school setting.

Acknowledgment

By signing below, I acknowledge that I have read and understood the safety protocols and requirements for off-site activities. I agree to follow these guidelines to ensure the safety of all participants.

Student Name: _____

Student Signature: _____

Parent Name: _____

Parent Signature: _____

Date: _____

Disclaimer: These guidelines are provided as general recommendations. Make48, its affiliates, sponsors, and event hosts are not responsible for the enforcement of these protocols or any incidents that may arise from off-site activities.

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Appendix D: Team Rules and Regulations Agreement

SUMMARY

The Make48 Innovation Experience centers on a timed, team competition that spans up to a full semester, allowing teams to plan, prototype, and pitch a new product idea to address a consumer product challenge.

Each team will be tasked with:

- Innovating a product that solves a problem presented by a Challenge Sponsor.
- Learning all aspects of building a physical prototype of their product.
- Utilizing makerspace tools, tool technicians, and mentors' advice.
- Preparing a pitch with a 60-second promotional video.
- Meeting other criteria such as packaging design, estimated manufacturing costs, sales sheet, and MSRP pricing.

Note that each team will submit one idea for evaluation by the Challenge Sponsor, and each school will strive to submit no less than 6 and no more than 8 ideas total.

COMMUNICATIONS:

Questions regarding the contest, schedules, or rules interpretation may be sent to the Contest Administrator via email. Teachers and students should not contact the Challenge Sponsor directly unless explicitly granted permission.

Contest Administrator (To be Completed by Make48)

Name: _____

Title: _____

Email: _____

NON-DISCLOSURE AGREEMENT:

Anyone entering or competing in a sponsored Innovation Experience must sign a Non-Disclosure Agreement to protect the content and intellectual property (IP) from the event. Teams are not allowed to share their prototypes on social media during the Innovation Experience that will violate the NDA (ex. Video or photos of products being created, etc) However, photos still may be taken of you and/or your team (see Exhibit B).

PROTOTYPING:

Teams may build prototypes at pre-approved areas within the location of the Innovation Experience. Development outside of the approved location, including off-site locations, is permitted only with school supervisor approval. However, Make48 is not responsible for any injuries or incidents that occur, whether on-site or off-site. The school, supervising teacher, and parents/guardians assume full responsibility for student safety and compliance with all relevant safety protocols during any on- or off-site activities.

SAFETY & LIABILITY:

Each team member agrees that Make48, the event sponsors, the event host location, and other sponsors of the contest and their parent companies, agents, representatives, affiliates, and employees, will have no liability whatsoever for any injuries, losses, or damages of any kind resulting from his/her participation in the contest, or resulting from the acceptance of prizes.

CLOTHING AND SAFETY EQUIPMENT:

During the prototype phase of the Innovation Course, all team members are required to wear closed-toe shoes and appropriate safety gear at all times. This includes, but is not limited to, eye and hearing protection. Additionally, team members must avoid wearing loose clothing and ensure long hair is secured to prevent any safety hazards.

Off-Site Liability Waiver

In the event that students work on their projects at off-site locations, the following conditions apply:

1. **Supervision:** When possible, students should be supervised by a teacher, authorized school personnel, or a responsible adult during off-site activities.
2. **Approval and Documentation:** The supervising teacher must obtain written approval from the school administration for off-site activities. This documentation should include the location and duration of the activity.
3. **Safety Guidelines:** The supervising teacher should provide general safety guidelines to students and their parents/guardians for off-site activities, emphasizing the importance of using appropriate safety gear and following safe practices.
4. **Parental Responsibility:** Parents/guardians are responsible for ensuring a safe working environment for their children during off-site activities, including the use of proper safety gear and adherence to safety guidelines provided by the school.
5. **Indemnification:** The school, supervising teacher, and parents/guardians agree to indemnify and hold Make48 harmless from any claims, liabilities, or damages arising from injuries or incidents that occur during off-site activities. This includes any transportation to and from the off-site location.

TOOLS & MATERIALS:

All power tools and sharp or dangerous equipment usage will be provided and administered by the participating school. All students using power tools must be certified to use such equipment by the appropriate personnel at their school (e.g. shop teacher, makerspace supervisor, etc.). Schools are expected to keep a limited quantity of general materials (e.g. cardboard, plywood, plastic, filament, etc.) available for teams to use for constructing prototypes; all costs of materials will be the responsibility of the teams and/or school. Teams are allowed to receive and use gift cards to purchase additional materials throughout the experience.

RESPONSIBILITY OF TEAMS:

By entering, teams warrant that to the best of the members' knowledge: **(1)** the team's Final Prototype will be an original idea **(2)** the design does not infringe on the intellectual property rights of any third party and **(3)** any trademark usage does not infringe the intellectual property rights of any third party. The teams will be solely responsible for any claims made in relation to the ownership of designs and possible cases of infringement (patent, intellectual property, trademark, service mark, copyright, etc.) related to the same.

CONSULTATION:

Teams are, within a reasonable measure, free to seek advice and consult with individuals outside of their registered team. This includes mentors and tool/fabrication experts, both in their school and the community. However, it is expected that the students perform a majority of ideation, design and prototype construction. The mentors and experts are primarily for advice, or for things that the students cannot reasonably expect to complete on their own and/or safely. It is encouraged for students to safely learn new skills and concepts through this process under professional guidance.

JUDGING:

Product ideas and pitches will be evaluated by a judge, or panel or judges, who will consider various factors that may include:

- Product originality
- Problem solution
- Target audience
- Competition
- Marketability
- Manufacturing ease
- Expandable/Options
- Packaging
- Potential selling price/margins
- Product demonstration

Full judging criteria will be supplied at an orientation meeting prior to the start of the semester.

PENALTIES:

Failure to comply with the above requirements may result in penalties to a team's final score.

Penalties are at the discretion of the Judging Committee.

INTELLECTUAL PROPERTY & LICENSING (SPONSORED CHALLENGES ONLY):

During the Make48 Innovation Experience, students may create inventions, designs, or other intellectual property (IP), which may include patentable inventions, trademarks, copyrights, or other IP, in response to challenges presented by Challenge Sponsors. This section details the terms under which student IP may be transferred to Challenge Sponsors to enable commercialization, while ensuring a fixed fee prize and optional compensation by the Challenge Sponsor.

All student IP initially belongs to the team who created it. The hosting entity, teachers and students agree to disclose any IP created during the Innovation Experience to Make48 and the Challenge Sponsor for the purpose of evaluating the IP for commercial potential. Challenge Sponsors are obligated to use reasonable efforts to continue development of transferred IP.

The team awarded first place will receive a cash prize of \$_____ and must agree to transfer IP to the Sponsor upon request. Should a Challenge Sponsor desire to acquire additional IP from other participating teams, each team must agree to transfer IP to the Challenge Sponsor, and will be awarded the same financial compensation as the first place team. Students will be recognized as the original creators of the IP in this situation. Further terms and conditions related to the transfer of IP rights will be clearly outlined in a Transfer Agreement; an example agreement can be found in Appendix B.

All parties must agree to maintain the confidentiality of the student IP and the terms of the Transfer Agreement, except as required by law or for the purpose of commercialization efforts.

The Challenge Sponsor(s) have the right to register and own any trademark associated with any product name and brand that the Team creates while participating in the Innovation Experience, provided the team is compensated as per the above clause. The Challenge Sponsor(s) have the right to file for patent protection on any invention or part of an invention. All Team participants agree to timely execute any required assignments, declarations, or other paperwork necessary to protect these intellectual property rights.

Once the Challenge Sponsor(s) decides which invention(s) it would like to obtain, you and your team members agree to cooperate with Challenge Sponsor(s) and to execute and deliver all papers, instruments, and assignments as may be necessary to vest all right, title, and interest in and to the intellectual property rights to the Intellectual Property to the Challenge Sponsor(s).

In the event the Challenge Sponsor(s) declines to exercise their option regarding a team's invention, ownership of that IP belongs to the Team and members thereof. The Teams may pursue patent, trademark, copyright, and/or other intellectual property protection on their invention at their own costs.

PRIZES & AWARDS:

Prizes cannot be substituted or redeemed for cash except at Make48's sole discretion. Make48 reserves the right to substitute a prize of equal or greater value if a prize cannot be awarded as described for any reason.

PROTOTYPES CREATED:

The Challenge Sponsor has the right to keep any submitted prototypes and marketing materials created during the Innovation Experience and will have a 90 day hold to decide. Until a decision is made, the prototypes created will remain in the team's private possession until notified by the Challenge Sponsor.

USE OF NAMES:

Other than as specifically authorized herein, no other Party shall use the names of Make48 or Challenge Sponsor OUTSIDE of the purposes of this Innovation Experience

INDEMNIFICATION:

In the event the Challenge Sponsor exercises its option to obtain the rights to the Team's IP, the Challenge Sponsor will indemnify and hold harmless the Team against any liability should any third party claim that the use of a design or product created for the Innovation Experience by the team violates any right of such third party to the design or product.

Make48's Protection: To the extent permitted by law, and without waiver of any sovereign or governmental immunity, school, parents/guardians, and participating students agree to indemnify and hold Make48, its affiliates, sponsors, and event hosts harmless from any claims, liabilities, or damages arising from injuries, losses, or incidents that occur during the innovation Experience, whether on-site or off-site. This includes any transportation to and from the off-site location. Additionally, to the extent permitted by law, and without waiver of any sovereign or governmental immunity, the school, and parents/guardians shall indemnify and hold make48 harmless against any claims related to the negligence or misconduct of the supervising teacher, school personnel, or any third party involved in supervising or facilitating the off-site activities.

School's Protection: Make48 shall defend, indemnify and hold harmless the School, including its officers, directors, Board of Education, agents, employees, successors, and assigns, for any loss, damage, or injury to any person or any property of Make48 resulting from any cause whatsoever, nor shall make School liable or responsible for any other loss, damage, or injury arising, directly or indirectly, out of or in connection with the use of the Facility and the Innovation Experience by any party unless solely caused by the gross negligence or willful misconduct of School. Make48 shall indemnify and hold harmless School against any false statements or claims of intellectual property infringement by any third party. The covenants contained in this paragraph shall survive the expiration or earlier termination of this Agreement.

ACCEPTANCE OF RULES:

Participation in the Make48 challenge implies full acceptance of these conditions. A breach of any of these conditions by a team or team member will give rise to the exclusion of the team and/or team member from the Make48 event. *The contest rules may be changed/supplemented at any time during the Innovation Experience by Make48.*

PRIVACY AND DATA COLLECTION:

Make48 and Licensee will adhere to all applicable data protection laws, collecting student names and email addresses solely for participation in the Innovation Experience, including the Family Educational Rights and Privacy Act (FERPA). Schools will obtain clear consent from students or their parents/guardians and provide a privacy notice outlining data collection and usage. Both parties commit to maintaining data security and cooperating to ensure compliance with data protection regulations.

SEVERABILITY:

When any provision of these official rules is found to be invalid by a court of competent jurisdiction, the parties nevertheless agree that the court should endeavor to give effect to the intentions of the parties as reflected in the provision and that the other provisions of these official rules remain in full force and effect.

INTERPRETATION:

In the case of any dispute about the interpretation of the rules, Make48's decision as to the interpretation shall be final, and teams shall be bound by Make48's decision.

GOVERNING LAW:

The interpretation and enforcement of these official rules, if necessary, will be governed by the laws of the State of Missouri. The contest is subject to all applicable national, federal, provincial, state, and local laws, as the case may be. The teams and Make48 agree to the extent permitted by law to submit all disputes arising out of or relating to these official rules or the contest to the exclusive jurisdiction and venue of the state and federal courts located in Platte County, Missouri.

MISCELLANEOUS:

Make48 will not pay for costs arising from the transport, taxes, customs fees, hotel, etc., related to the transportation of the teams, final prototype, or any products related to the same. Each team assumes responsibility for the costs of transporting its prototypes. Make48 assumes no responsibility for any delays or losses related to the projects nor to the condition of the same following treatment received during transportation.

Make48 reserves the right to modify any point of the rules. Make48 shall communicate the rule changes to teams as quickly as possible so that proper arrangements can be made before and during the competition.

All federal, state, and local municipal, income, and other taxes (if any) are the sole responsibility of the winners. Any prize won by a team will be distributed to the team leader designated on the entry form.

FILMING AND CONTENT:

Teams authorize and do grant Make48, its affiliates, sponsors, and assigns the right to use, reproduce, or incorporate in any manner whatsoever, all or any portion of images and video content obtained during the Make48 Innovation Experience, including pitch videos. Teams represent and warrant that the materials are owned by them free and clear of any liens or claims of any third party, that they have a legal right to grant the permission herein given on behalf of themselves or a third party, if appropriate. Except where prohibited by law, the team members consent to the use of their name and/or likeness by Make48 and event sponsors, for advertising and publicity purposes without further compensation.

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Exhibit A: Nondisclosure and Confidentiality Agreement (NDA)

This NDA is an agreement between you, Make48, and any applicable Challenge Sponsor, and is effective upon the date of your signature. By signing, you agree that you will participate in the Make48 Innovation Experience through your school and anticipate innovating confidential information during the Innovation Experience for the Challenge Sponsor. You understand that Make48 will only allow you to participate in the Innovation Experience if you enter into this Agreement and that this Agreement is for the benefit of all involved parties.

The **purpose** of this Agreement is to keep all information relative to the inventions created during the Innovation Experience confidential for a period of **180 days** after the submission of the idea to allow a Challenge Sponsor the opportunity to purchase intellectual property (IP) from the team, or for the team to pursue development of IP not purchased from the team by the Challenge Sponsor. This includes any information, technical data, know-how, and even information not considered a “trade secret”, surrounding the invention:

- Manufacturing, technological, and/or business information, including processes
- Raw materials purchased, used, and/or mixed
- Current or proposed ideas and strategies
- Engineering specifications, plans, drawings, or designs
- Product compositions, formulas, and other physical or chemical properties
- Production or manufacturing processes
- Business information (e.g., price lists, costs) and strategies (e.g., marketing)
- Existing and prospective customer information, like data and/or lists
- Computer-related information (e.g., code, architecture, network structure, etc.)
- Names and training or expertise of employees and consultants
- Any other information created, developed, or learned during the Make48 Innovation Experience related to the product created.

This does not include information generally known or available to the public, except when you have caused this information to be disclosed, which would be a violation of this NDA.

This Agreement covers all confidential information that you may learn by any means, including but not limited to visual observation, overhearing conversations, reading written or electronically transmitted material, or verbal instructions from any parties involved in the Innovation Experience. This Agreement also covers confidential information that you may become aware of through participation in the Innovation Experience, including information created or developed by other participants.

You agree to:

- Keep all confidential information strictly confidential.
- Take reasonable precautions to prevent disclosure of confidential information.
- Refrain from using the confidential information for any purpose other than participating in the Innovation Experience, unless agreed to in writing by Make48.
- Disclose confidential information only to people who need to know it for the Innovation Experience and ensure they are bound by similar confidentiality obligations.

If any intellectual property (IP) is created or derived from the confidential information, you agree to notify Make48 and transfer all rights of the IP to the Challenge Sponsor. This includes any inventions, business strategies, or improvements to the confidential information. If requested, this must be delivered within fifteen (15) business days.

Neither party will disclose the existence or subject matter of any negotiations or actual or contemplated business dealings, except as required by law.

Make48 may determine that you, or any of your agents, consultants, or employees, are in breach of this Agreement if you violate any terms. Unauthorized disclosure, even if unintentional or accidental, will be considered a breach of this Agreement. Make48 shall be entitled to immediate injunctive relief to prevent disclosure or use of the confidential information, in addition to other legal and equitable remedies, including seeking damages for lost profits resulting from the disclosure.

This Agreement shall terminate twelve (12) months after the conclusion of the Innovation Experience, but your obligations regarding confidential information and intellectual property will survive this period.

The laws of the State of Missouri shall govern this Agreement, and any legal action to enforce it shall be brought in the courts of Missouri.

By signing below, you are agreeing to the terms and conditions outlined in this Agreement, effective upon the date of signing.

(Please Print) Name: _____

Signature: _____

Parent Signature (if under 18): _____

Date: _____

Email: _____

Team Name: _____

Exhibit B: Notice of Data Collection for Access to Make48 Curriculum and Resources

To the Parents and Guardians of Participants in the Make48 Innovation Experience:

As your child prepares to participate in the Make48 Innovation Experience, offered by Make48, LLC ("Make48"), we are excited to provide them with access to our engaging curriculum and resources. To facilitate this, we require some basic information from each student, specifically their name and email address.

Purpose of Data Collection:

Collecting this information enables us to:

- (a) Create individual accounts for curriculum access.
- (b) Ensure secure, personalized access to educational materials.
- (c) Facilitate essential communications related to the program.

Protection and Use of Personal Information:

Make48 is dedicated to ensuring the privacy and security of all participants' information. Accordingly, the collected data will:

- (a) Be utilized strictly for educational purposes as outlined here.
- (b) Be safeguarded with appropriate measures to prevent unauthorized access.
- (c) Not be shared with third parties without explicit consent, except as mandated by law.

Passive Agreement Process:

To simplify participation, we are implementing a passive agreement method for data collection. If you prefer that your child's name and email address are NOT shared with Make48 for the purposes mentioned, please contact your child's teacher or the designated school official directly and provide them with a written notice of your decision to opt-out.

Your school will have a specific process in place for this, and your child's teacher can guide you on the steps to take. Unless an opt-out notification is received from you through the school, we will proceed with the understanding that consent has been granted for collecting and using your child's personal information as detailed.

Withdrawing Consent:

Should you decide to withdraw your consent at any point, please inform your child's teacher or the designated official at the school. They will facilitate the removal of your child's personal information from the Make48 system.

Questions and Concerns:

For any inquiries or concerns regarding this data collection notice or the handling of your child's information, please feel free to reach out to your child's teacher or the designated school official.

Acknowledgment:

By not opting out through your child's school, you acknowledge and consent to the collection and use of your child's personal information by Make48 for educational purposes, as outlined in this notice.

Student Name:

Signature (if 18 years old):

Parent Name (if under 18):

Parent Signature (if student is under 18):

Date:

Appendix A: Sample Off-Site Safety Protocols and Requirements

This handout provides guidelines for ensuring the safety of students participating in Make48 Innovation Experience activities conducted off-site. These protocols are intended to assist schools, supervising teachers, and parents/guardians in creating a safe environment for students. Make48 is not responsible for the enforcement of these protocols.

Safety Protocols for Off-Site Activities

1. Supervision
 - Students must be supervised by a teacher, authorized school personnel, or a responsible adult at all times during off-site activities.
2. Approval and Documentation
 - The supervising teacher must obtain written approval from the school administration for any off-site activities. This approval should include details about the location, duration, and nature of the activity.
 - Parents/guardians should be informed of the off-site activities and provide written consent for their child's participation.
3. General Safety Guidelines
 - Ensure the working environment is safe and free of hazards.
 - Students must use appropriate safety gear, such as gloves, goggles, and closed-toe shoes, when handling tools or materials.
 - Avoid wearing loose clothing and ensure long hair is tied back to prevent accidents.
4. Equipment Use
 - Only students who have been trained and certified by the school to use specific tools and equipment should be allowed to do so.
 - Supervising adults should inspect tools and equipment for safety before use.
5. Emergency Preparedness
 - Have a first aid kit available at the off-site location.
 - Know the location of the nearest medical facility and have emergency contact numbers readily accessible.
 - Supervising adults should be trained in basic first aid and emergency response procedures.
6. Transportation Safety
 - Ensure safe transportation arrangements to and from the off-site location.
 - Follow all school policies regarding transportation of students.

Parental Responsibility

Parents/guardians are responsible for ensuring that their children adhere to these safety guidelines during off-site activities. This includes providing any necessary safety gear and supervising their children if participating at home or in a non-school setting.

Acknowledgment

By signing below, I acknowledge that I have read and understood the safety protocols and requirements for off-site activities. I agree to follow these guidelines to ensure the safety of all participants.

Student Name: _____

Student Signature: _____

Parent Name: _____

Parent Signature: _____

Date: _____

Disclaimer: These guidelines are provided as general recommendations. Make48, its affiliates, sponsors, and event hosts are not responsible for the enforcement of these protocols or any incidents that may arise from off-site activities.

Appendix B: Example Assignment Agreement

On the date shown below, and for good and valuable consideration the receipt of which is hereby acknowledged, INVENTOR NAME 1, an individual and United States citizen, and INVENTOR NAME 2, an individual and United States citizen, Optional INVENTOR NAME 3 & 4, individuals and United States citizens (“Assignors”) made the following assignment and promise to CHALLENGE SPONSOR., an _____ corporation, having a principal place of business at ADDRESS in connection with said invention of a new, original, novel and unique INVENTION TITLE (“Invention”). With “Invention” being what is created for the purpose of the Make48 Innovation Experience the inventors participated in.

- 1) We assign, transfer, and convey to Assignee the entire right, title, and interest in and to
 - (a) the Invention;
 - (b) any application for Patent including design and/or utility, in any country;
 - (c) any Letters Patent issued pursuant to, or as a result of, the applications referenced above;
 - (d) all extensions, renewals, reissues, divisions, and continuations (or their legal equivalents) of any applications or Letters Patent referred to above;
 - (e) any trademarks used in conjunction with the Invention;
 - (f) and any copyrights used in conjunction with the Invention.

- 2) We authorize and request the Commissioner for Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or similar legal protection on applications to issue to Assignee all Letters Patent or similar legal protection for the Invention or improvements.

- 3) We agree that, upon the request of the Assignee, we will
 - (a) execute any all divisional and renewal applications for the Invention or improvements;
 - (b) execute any supplemental oath relating to the Invention or improvements;
 - (c) execute any application for reissue or extension of any Letters Patent that may be granted upon the application;
 - (d) cooperate to the best of our ability in connection with any Interference proceeding, including but not limited to, cooperation in connection with preparing the

preliminary statement and giving and producing evidence in support of such preliminary statement;

(e) perform such additional acts as Assignee may deem necessary or expedient in connection with any of the matters stated above.

4) We covenant and warrant that as of the date of this Assignment Agreement, We are the true and lawful owners of the entire right, title, and interest in the Invention, application for Letters Patent, and any Letters Patent which may issue under said application, and have the full right and power to convey the same; that the same are free and clear of all liens, charges and encumbrances whatsoever; and that we have not executed and will not execute any agreement in conflict with this Assignment Agreement.

5) This Assignment Agreement is binding upon, shall inure to the benefit of, and shall be performed by the parties named, their heirs, administrators, legal representatives, successors and assigns.

DATE _____ TEAM NAME _____

INDIVIDUAL NAMES _____

STATE OF _____ COUNTY OF _____

I agree that, as a team, we will sign over the rights to intellectual property created due to this competition, should the Challenge Sponsor request it within 90 days of the date of submission. I recognize that this is required for participation in a sponsored challenge.

Student Name: _____

Signature (if 18 years old): _____

Parent Name (if under 18): _____

Parent Signature (if student is under 18): _____

Date: _____