

## TEACHER PARTICIPATION CONTRACT WITH VHS, INC.

This is a contract for participation with The Virtual High School (“VHS”) having its principal place of business at 4 Clock Tower Place, Suite 510, Maynard, MA 01754. The teacher agrees to abide by the following requirements for participation in VHS as delineated hereunder:

### § 1.0 TEACHER REQUIREMENTS

The Teacher is designated hereunder to teach and/or develop a VHS course and certifies that s/he:

- meets all employment requirements and certifications to teach the VHS course in the state in which s/he is employed as a teacher;
- adheres to all guidelines and policies set forth in the VHS Handbook;
- will fully and effectively participate in all training required by VHS;
- will adhere to all copyright laws regarding any materials he/she may add/use while instructing the course;
- will teach his/her assigned course in compliance with the schedule set forth in the VHS calendar; and
- will submit grades and progress reports in compliance with the schedule set forth in the VHS calendar.

The Teacher, on behalf of his/herself and his/her school (as applicable), hereby grants to VHS a perpetual, worldwide, freely assignable, royalty-free and irrevocable license to reproduce, publish and otherwise use the VHS course, and any and all course materials in any medium or manner and for any purpose VHS may from time to time elect. VHS has full authority to maintain, archive and dispose of the electronic files which make up each VHS course.

### § 2.0 NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (“Agreement”) is between VHS and the Teacher.

- A. The Teacher wishes to receive certain trade secret, confidential and proprietary information (hereinafter collectively “Information”) pertaining to VHS courses. This exchange includes all communication of Information between the parties in any form whatsoever, including oral, written and machine-readable form, pertaining to the above.
- B. The Teacher wishes to receive the Information for the sole purpose of participating in The Virtual High School.
- C. VHS is willing to disclose the Information and the Teacher is willing to receive the Information (as “Receiving Party”) on the terms and conditions set forth herein.

Therefore, VHS and the Teacher agree, as follows:

1. That the disclosure of Information by VHS is in strictest confidence and thus the Teacher will:
  - a. (1) Not disclose to any other person the Information and (2) use at least the same degree of care to maintain the Information as secret;
  - b. Use the Information only for the above purpose;
  - c. Restrict disclosure of the Information solely to those employees/employers and/or advisors of the Teacher having a need to know such Information in order to accomplish the purpose stated above;
  - d. Advise each such employees/employers and/or advisor, before he or she receives access to the Information, of the obligations of the Teacher under this Agreement, and require each such employees/employers and/or advisor to maintain those obligations;
  - e. Within fifteen (15) days following request of VHS, return to VHS all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to VHS, in writing, the destruction of such materials.
2. This Agreement imposes no obligation on the Teacher with respect to any portion of the Information received from VHS
  - (a)(1) which was known to the Teacher prior to disclosure by VHS and (2) for which the Teacher has no obligation not to disclose or use it;
  - (b) is lawfully obtained by the Teacher from a third party under no obligation of confidentiality;
  - (c) is or becomes generally known or available other than by unauthorized disclosure;
  - (d) is generally disclosed by VHS to third parties without any obligation on the third parties.
3. The Information shall remain the sole property of VHS.
4. VHS does not make any representation with respect to and does not warrant any information provided under this agreement, but shall furnish such in good faith. Without restricting the generality of the foregoing, VHS does not make any

representations or warranties, whether written or oral, statutory, express or implied with respect to the information which may be provided hereunder, including without limitation, any warranty of merchantability or of fitness for a particular purpose. VHS shall not be liable for any special, incidental or consequential damages of any nature whatsoever resulting from receipt or use of the information by the Teacher.

5. In the event of a breach or threatened breach or intended breach of this Agreement by the Teacher, VHS, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.

6. The validity, construction, and performance of this Agreement are governed by the laws of the Commonwealth of Massachusetts.

7. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.

8. If any arbitration, litigation or other legal proceeding relating to this Agreement occurs, the prevailing party shall be entitled to recover from the other party (in addition to any other relief awarded or granted) its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.

### **§ 3.0 ACKNOWLEDGEMENTS**

This VHS Teacher Participation Contract is binding upon VHS and the Teacher, and upon the directors, officers, employees/employers and agents of each. This VHS Teacher Participation Contract is effective as of the date of execution and will continue indefinitely unless terminated on thirty (30) days written notice by either party. However, the Teacher's obligations of confidentiality and restrictions on use of the Information disclosed by VHS shall survive termination of this VHS Teacher Participation Contract.