

## **Microsoft Corporation – US Partners in Learning Massachusetts PiL – Education and Innovation Grants**

The MA DOE is interested in forming a partnership with the University of Massachusetts President's Office, Donahue Institute, STEM Initiative to create an online resource center that will assist districts in integrating STEM content into their existing after school programs.

The MA Department of Education already has several components in place that would assure the success of this proposal. They include our state sponsored educational portal MassONE, which is available to every teacher and student in the Commonwealth, and a very talented academic support staff.

The University of Massachusetts has worked closely with the National Science Foundation to strengthen the pipeline toward science, technology, engineering and mathematics (STEM) careers. Their programs include new teacher training and professional development for existing teachers. They also have experience with creating after school programs like the NSF sponsored Community Science Workshops.

Combining the talents of these two organizations makes sense on many levels. The DOE can provide a stable network platform that reaches every district in the state. We have experience in assisting with the creation of online content and a talented team of curriculum planners who have first hand knowledge of the needs of our students. The University of Massachusetts has well designed curriculum that is currently delivered face-to-face but they lack the capacity to reach school districts on a larger online scale.

We feel confident that we could build an online resource center that includes quality resources, teacher training and collaboration and direct student participation for relatively little money. The greater challenge rests on the individual districts that wish to benefit from these resources. That is why I am asking whether the application for these funds might involve the "clustering" of several districts and providers who might apply separately but could be coordinated as one.

Clustering several proposals would allow for a larger impact within the state. Districts could concentrate on the implementation of after school programs locally while being freed from the burden of creating quality content individually. The University of Massachusetts could expand its footprint into new districts and technologies and the DOE could monitor the implementation and expansion of the program statewide.

Please feel free to call or email any comments so that I might better understand how this concept might be amended to suit your needs.

Robert Kelley  
MassONE Trainer/Analyst  
Massachusetts Department of Education

# Microsoft Corporation – US Partners in Learning Massachusetts PiL – Education and Innovation Grants

1. Name, email, phone number, and assistant's name (if applicable) of the person responsible for this project

Connie Louie, Director  
Office of Instructional Technology  
Massachusetts Department of Education  
350 Main Street  
Malden, MA 02148  
781-338-6865  
[clouie@doe.mass.edu](mailto:clouie@doe.mass.edu)

Robert Kelley  
Education Trainer/Analyst, MassONE  
Massachusetts Department of Education  
781-338-3018  
[rkelly@doe.mass.edu](mailto:rkelly@doe.mass.edu)

2. Describe the top three leadership characteristics of the person responsible for this project.
  - a. Connie has demonstrated her leadership skills in overseeing all instructional technology programs in the state. This includes state and local technology planning, all technology grants programs, distance learning, assistive technology, and setting guidelines/standards for instructional technology. In addition, Connie also oversees MassONE, the state learning portal. She has demonstrated her vision and ability to motivate people in leading these programs
  - b. Connie has demonstrated her ability to manage large, complex projects when she was the Executive Director of a 5-year \$10 million federal Technology Innovation Challenge Grant Program from 1998 to 2002 called Project MEET (Massachusetts Empowering Educators with Technology). Over 3000 educators received quality professional development on good models of teaching with technology.
  - c. Connie has consistently been successful in building partnerships with schools, districts, other state Department of Education, U.S. Department of Education, organizations and businesses.
3. Define your project in five sentences or less.

The Massachusetts Department of Education is partnering with the University of Massachusetts President's Office/CITI (Commonwealth Information Technology Initiative) to pilot a project to increase the after school STEM opportunities for middle school students. Project MAASSP (MA After School STEM Partnership) will allow Boston, Springfield, and Worcester, three large urban communities, to expand their existing after school programs to incorporate successful STEM models from higher education institutes. Project MAASSP will provide (1) rich online STEM resources to after school students, (2) training/collaboration opportunities for after school teachers and higher education faculties, and (3) online after school STEM clubs, events, and conferences. The Massachusetts Department of Education will scale up the project across the state based on the successful implementation of this pilot.

4. Fast forward to June 30, 2008 – what three items has the project delivered?

We expect that by June 30, 2008 the following will have been delivered:

- a. A databank of Massachusetts After School STEM Resources accessible to every student in the state through MassONE, the state's learning portal.
- b. Three or more models of after school STEM Programs that are comprehensive (designed for students, teachers and faculty) and replicable by middle schools across the state. Three models have been selected for this pilot:

i) Model One: UMass Lowell's After School DESIGNLAB, parallel to its successful DESIGNCAMP is a science and engineering enrichment program that offers a wide range of project-based workshops for students in grades 5 – 11. MAASSP will adapt the DESIGNLAB to encourage students to invent and build things, do experiments, and figure out how things work (<http://designcamp.uml.edu/history.html>).

ii) Model Two: UMass Worcester's Middle School Science and Engineering Fair (<http://www.scifair.com/>) will be adopted/adapted in MAASSP after school programs. The Massachusetts State Science & Engineering Fair's mission is to increase the awareness of, exposure to, and participation in inquiry-based learning through the development of science and engineering projects by middle school and high school students, and to showcase and celebrate that learning.

iii) Model Three: UMass Boston will support the replication of the NSF-funded Community Science Workshop (CSWs) <http://www.scienceworkshops.org/site/csw/>, <http://www.scienceworkshops.org/site/boston> in MAASSP after school programs. These workshops are built on the model that has been developed and validated in California and other parts of the country over the past ten years. The CSWs create multi-faceted science-focused projects that serve students in creative and appropriate ways.

c. Three or more online after school STEM clubs. These after-school clubs will be created in MassONE. Each online after-school club will be a workgroup in MassONE. It will have a STEM resource center, an online discussion forum, a folder where "club members" can store and share their resource files, a place to post announcements, and a calendar. MAASSP participating districts and university faculties will set up the clubs. In addition, ongoing discussion forums will offer online special "events." Project MAASSP will invite noted scholars, scientists, inventors, business leaders, politicians, etc. to participate in online discussion on STEM subject areas. At the end of the year, an online convocation will showcase students' online projects for faculty members, teachers, and participants.

5. Describe why these deliverables are important to the organization and to the field of STEM after school learning.

a. Increasingly it is clear that students need more time on task to learn the necessary subjects for their future success in life. One way to extend the learning time is to provide high quality after school activities for students. It is also important for students to have access to STEM activities and resources anytime, anywhere. In addition, using online resources gives students increased opportunities for learning. Many of the students in the project do not have access to computers at home. Giving them opportunities after school offsets that disadvantage.

b. The state needs more students (especially women and underrepresented minorities) prepared in STEM to maintain its economic edge and to provide healthy economic opportunities for its population. The three models have proved successful in stimulating student interest in STEM, which carries over to their regular classes and also to decisions about future careers.

c. The Online STEM Clubs will enable students to interact and communicate with their peers in other schools in this project. For students who are intellectually constrained by traditional in-school education, the less formal, more hands-on, more collaborative nature of after school clubs can complement their education and allow them to blossom. Streaming video and other media not available currently in most schools will be part of the Online STEM clubs, helping students visual and understand STEM concepts. This video can be shared among the schools and the institution of higher education.

6. What are the three broad project goals?

The three broad project goals for MAASSP are:

- a. to create a statewide partnership of K-12 school districts, higher education and the Department of Education to maximize resources and to adapt/adopt successful STEM models
- b. to increase the after school STEM opportunities for middle school students and to encourage more students to fill the STEM pipeline because at that age we still have the possibility to encourage them to study STEM subjects
- c. to focus on middle school students in the state's largest urban districts

7. The project must be completed in one year - July 1, 2007 and ending June 30, 2008. Please plot out a twelve-month calendar and for each month state project commitments designed to fulfill the overall goals stated above.

Date	Project Commitments
April to July	<ul style="list-style-type: none"> <li>• Set up partnership; hire/determine necessary personnel.</li> <li>• Determine necessary facilities.</li> <li>• Determine the evaluation design.</li> <li>• Set up summer institutes schedule.</li> <li>• Discuss adopting/adapting models.</li> </ul>
July 2007	<ul style="list-style-type: none"> <li>• Begin summer institutes; higher education faculty work with middle school personnel to design adoption/adapting models.</li> <li>• Begin selection of appropriate resources.</li> <li>• Begin development of STEM After School Resource bank on MassONE.</li> </ul>
August 2007	<ul style="list-style-type: none"> <li>• Continue summer institutes with higher education faculty working with middle school personnel to adopt/adapt a model.</li> <li>• Continue to select appropriate resources.</li> <li>• Continue development of STEM After School Resource bank on MassONE and do beta testing.</li> </ul>
September 2007	Implement models in the selected sites.
October 2007	Start online STEM Clubs and student projects.
November 2007	<ul style="list-style-type: none"> <li>• Continue implementing models in the selected sites.</li> <li>• Continue online STEM clubs' activities and student projects.</li> </ul>
December 2007	<ul style="list-style-type: none"> <li>• Continue implementing models in the selected sites.</li> <li>• Continue online STEM clubs' activities and student projects.</li> </ul> <p><i>(Activities will continue until the end of project and beyond.)</i></p>
January 2008	Midcourse assessment of the project
February 2008	Plan for two convocations (see March and April).
March 2008	Convene the project personnel for an exchange of information. face to face.
April 2008	Convene an online conference for students and faculty.
May 2008	Site visits for interested educators, business people and legislators
June 2008	Submit evaluation final report; activities continue

8. Describe the project evaluation plan including what the project is attempting to measure, source of existing baseline data, specific description of the type of evaluation tool that will be used to collect new data, and name of outside evaluator (an outside evaluator is not required but state if applicable).

The project intends to hire an outside evaluator (open bid) to measure:

- a. Student interest and knowledge growth through retention in the program and statements of satisfaction and increased knowledge of STEM, as well as continuing interest in STEM in high school. (MCAS scores will be used as a gap analysis for resources.)
- b. Teacher and administrator satisfaction with the effects of program
- c. Higher education faculty/Department of Education satisfaction with the partnership

9. What are some of the most challenging obstacles to fulfilling project goals and evaluation plan?

- Finding the appropriate educators to participate
- Connecting with the appropriate faculty to provide the training
- Convincing students to participate

- Keeping all the stakeholders committed to the program
- Finding exciting resources for students
- Procuring or developing the appropriate software applications for synchronized online meetings

10. How are technologies leveraged or used to achieve project goals?

MassONE is integral to this project. MassONE, the state supported educational portal, will provide the delivery mechanism for Project MAASSP. The portal is available to every teacher and student in the state, and it has a proven track record as a stable platform for providing quality online professional development. Currently MassONE offers a number of searchable curriculum resources through its Teaching and Learning Resources (TLR). In addition, MassONE's Discussion Forums and Virtual Hard Drive offer a place where educators can share resources and ideas.

Project MAASSP will update TLR in MassONE. There will be a separate section in TLR solely devoted to STEM resources. Project MAASSP will include STEM materials that will engage and challenge middle school students, such as games, multimedia presentations, videos, math and science applets, lesson plans, and classroom activities. Students, after-school teachers, and university faculty will have an opportunity to use these materials, discuss them with one another, and validate their benefits in improving STEM learning and/or encouraging students towards STEM pathways in high school, college, and career.

In addition, since this is a STEM program, up-to-date technology needs to be available to students and faculty to implement the project. (One cannot engage in STEM without the T.)

11. In what ways are 21<sup>st</sup> century learning strategies integrated into the project's teaching and learning strategies (you may refer to <http://www.21stcenturyskills.org> learning framework for more information about the Partnership for 21<sup>st</sup> Century Skills initiative)?

- a. Since MAASSP is designed to be an online program, participants in the different after school sites will have opportunities to learn from one another other. Twenty-first century learning strategies will be integrated into MAASSP through online discussion forums, events, and conferences.
- b. The higher education faculty and the after school teacher will ensure that the following 21<sup>st</sup> century skills will be incorporated into the after school activities:
  - Learn from and work collaboratively with individuals representing diverse cultures, religions and lifestyles in a spirit of mutual respect and open dialogue in personal, work and community contexts
  - Work effectively with diverse teams
  - Be helpful and make necessary compromises to accomplish a common goal
  - Use entrepreneurial skills to enhance workplace productivity and career options
  - Exercise sound reasoning in understanding
  - Make complex choices
  - Understand the interconnections among systems
  - Frame, analyze and solve problems
  - Communication skills to articulate thoughts and ideas clearly and effectively
  - Demonstrate originality and inventiveness in work
  - Developing, implementing and communicating new ideas to others
  - Being open and responsive to new and diverse perspectives
  - Life skills: Leadership, Ethics, Accountability, Adaptability, Personal Productivity, Personal Responsibility, People Skills, Self Direction
  - Social Responsibility

12. What makes this project sustainable and scalable?

- a. The Massachusetts Department of Education and the University of Massachusetts President's Office are working together to initiate this pilot project. With the partnership of the three largest urban school districts in Massachusetts, the model can be easily duplicated across the state.
- b. MassONE is the state's portal; all educators and students across the state will be able to use it at no cost. Therefore, the models can be easily duplicated.

13. Please state the email, phone number, name, title, and organization of a person to whom Microsoft can contact about how well this organization follows-through on commitments and deliverables (not an employee/member of the organization applying).

The Massachusetts Department of Education has received numerous grants from the U.S. Department of Education. One of the larger technology grants was the Technology Innovation Challenge Grant Program, which was a 5-year, \$10 million grant. Below please find the person whom Microsoft can contact about how well the Department had followed through with that project:

Jenelle Leonard  
Director of School Support & Technology Programs  
<http://www.ed.gov/about/offices/list/oese/sst/leonard.html>  
U. S. Department of Education  
Phone: (202) 401-3641  
[Jenelle.Leonard@ed.gov](mailto:Jenelle.Leonard@ed.gov)

## Microsoft Corporation – US Partners in Learning Massachusetts PiL – Education and Innovation Grants

### Instructions:

**Grant terms must be signed and faxed to the  
attention of Allyson Knox - 425 936 7329  
by Friday, March 23, 2007.**

### GRANT TERMS

For these Grant Terms, Microsoft refers to Microsoft Corporation and "YOU" (and "YOUR") refers to the organization named below as the applicant.

YOU and Microsoft agree that should YOU submit a grant proposal in March 2007 to Microsoft that is then selected for a Microsoft Massachusetts Grant, the following Grant Terms shall apply.

#### 1. **Term and Termination.**

- (a) These Grant Terms will apply only if Microsoft has selected YOU to receive a Microsoft Partners in Learning Massachusetts Project Grant and both parties have executed below. Upon such events, if they occur, these Grant Terms will apply only during the term covered by the grant, unless earlier terminated pursuant to the other provisions of these Grant Terms or extended through the process of an addendum as deemed appropriate by Microsoft.
- (b) Termination By Either Party For Cause. Either party may terminate these Grant Terms upon written notice to the other (i) at any time if the other party is in material breach of any material warranty, term, condition or covenant of these Grant Terms or (ii) for failing to cure any breach within thirty (30) days after written notice thereof.
- (c) Survival. Sections 5, 6, 7 and 8 shall survive the termination or expiration of these Grant Terms.

#### 2. **Responsibilities of Microsoft.** Microsoft agrees to do the following:

- (a) Determine what if any grant funds will be provided to YOU for the project described in your Massachusetts Grant Proposal submitted March 2007 (the Proposal) for the time period proposed in the Proposal. The grant amount awarded by Microsoft will be paid either directly by Microsoft or via a fiscal agent and will be either in lump sum or in increments. If the amount is paid in increments, then each payment shall be dependent on YOU and YOUR project remaining in good standing with Microsoft which shall be in the sole determination of Microsoft.

- (b) In the event taxes are required to be withheld on payments made hereunder by any U.S. (state or federal) or foreign government, Microsoft or its fiscal agent may deduct such taxes from the amount owed YOU and pay them to the appropriate taxing authority. Microsoft shall in turn promptly secure and deliver to YOU an official receipt for any taxes withheld. Microsoft shall use reasonable efforts to minimize such taxes to the extent permissible under applicable law.

3. **Your Responsibilities.** YOU agree to do the following:

- (a) Execute YOUR project based on a project plan submitted to and accepted by Microsoft and which shall be developed by YOU based on the Proposal serving as the basis for the grant award. Final project plans are due to Microsoft by no later than May 1, 2007. Microsoft shall have 30 days to review a submitted project plan.
- (b) Cover (whether directly or, such as by obtaining other third-party funding, indirectly) any costs of the project that exceeds (if any) the amount that Microsoft decides to fund in its grant. YOU will notify Microsoft of any unused Microsoft grant funds within 30 days from the end of the term covered by the grant or termination or expiration of these Grant Terms. YOU will make the unused funds available for return to Microsoft within 10 days of the notice.
- (c) Work to develop one or more press releases referencing what YOUR relationship with Microsoft is, why it was created, and what it does for the education community. YOU and Microsoft will approve the joint press releases before release. YOU will distribute the press release(s) and also provide the press release(s) to Microsoft for posting on Microsoft PressPass or for media distribution.
- (d) Engage YOUR leadership team members, whom you choose, to attend and participate in Microsoft events, dates and times to be mutually agreed upon (e.g., Partners in Learning events in the U.S.). Microsoft will cover any event attendance fees, but YOU will cover such members' travel and per diem costs.
- (e) Attend status conference calls as requested by Microsoft which are expected to be quarterly but shall be no more than once every month.
- (f) Provide Semi-Annual reporting as outlined in **Exhibit A** and a Semi-Annual report to Microsoft reporting on project progress as compared to the project plan of record.

4. **Logos**

- (a) **License to Use Other's Logo.** Each party to these Grant Terms (Microsoft and YOU) hereby grants a non-exclusive, non-transferable, royalty-free, personal license to use its logo, specifically --

Microsoft licenses to YOU the Microsoft logo depicted on **Exhibit B** hereto ("Microsoft Logo"), and

YOU license to Microsoft YOUR logo depicted on **Exhibit C** hereto ("YOUR Logo").

so long as such use is for only the term of these Grant Terms and according to the branding specifications in **Exhibits B and C**, as applicable, and other conditions herein, and solely in connection with the sponsorship relationship between Microsoft and YOU (such as to promote YOUR project or Microsoft's Partners in Learning, but not to use as an endorsement of other activities or to directly promote commercial sales or fundraising; please note other specifications in **Exhibits B and C**, as applicable).

Each planned use of the other's logo shall be presented at least ten (10) business days prior to its use to such other party (i.e., the logo's owner) for review and approval.

All rights not expressly granted herein are reserved by the logo's owner. Each party acknowledges that each party has sole ownership of its own respective logo, and all associated goodwill, and that each party retains all right, title, and interest in and to its own respective logo. All goodwill arising from use of the other party's logo will inure to the sole benefit of the logo owner. Neither party will use the other's logo in any manner that will diminish or otherwise damage the goodwill the logo owner has in its own respective logo. Neither party will adopt, use, or register any corporate name, trade name, trademark, domain name, service mark or certification mark, or other designation that violates the rights the logo owner has in its own respective logo.

Each party shall have the sole right to, and in its sole discretion may control any action concerning its own logo. Each party agrees to maintain the quality of any web site where it uses the other party's logo (a Site) in an approved manner at a level that meets or exceeds standards of quality and performance generally accepted in the industry, and that is at least commensurate with the quality of similar internet offerings previously offered by the party using the other party's logo. Each party agrees to fully correct and remedy any deficiencies in its use of the other's logo, or the quality of a Site in connection with the other's logo, within a reasonable time upon receipt of notice from such other party (i.e., the logo owner).

Each party reserves the right in its sole discretion to terminate or modify this consent for use of its logo at any time. Neither party shall assign, transfer or sublicense its rights under this Section 4 to the other's logo in any manner without the prior written consent of such other party (i.e., the logo owner). Each party shall immediately cease all use of the other's logo upon expiration or termination of these Grant Terms.

(b) **Reserved.**

## 5. **Claims**

(a) Claims Responsibility by YOU. To the extent permitted by the governing law referenced in Section 8(c) below (and, if a government organization including state universities or state colleges, without waiving sovereign immunity), YOU agree to be responsible to Microsoft and its successors, officers, directors and employees harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with:

(i) Any claim that (a) any materials provided by YOU infringes any copyright, patent, trade secret, trademark, or other proprietary right held by any third party, (b) such materials are defamatory, (c) such materials violate any rights of privacy or publicity of any third party, or (d) such materials contain any instruction, advice or information injurious to any third party; and

(ii) Any claim arising from the negligence or willful misconduct of YOU or any third party in connection with its performance under these Grant Terms.

(b) YOUR Insurance. Prior to providing any services hereunder, YOU shall procure and maintain reasonable insurance coverage or evidence of reasonable self insurance for YOUR claims obligations hereunder, and shall provide proof of such insurance to Microsoft upon request.

(c) Notice for Claims Responsibility. The claims responsibility obligations provided for in this Section 5 require as a pre-condition that Microsoft provide written notice to YOU within a reasonable time of Microsoft learning of such event subject to such claims responsibility obligation such that YOU may take action either to defend or to settle.

## 6. **Limitation of Liabilities**

(a) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL

DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) THIS PROVISION HAS NO APPLICATION TO SECTION 5.

7. **Use of YOUR Materials**

(a) As part of this project, certain new materials, including deliverables and tools, will be produced by YOU (or by others for your ownership) for use in the project (the "Materials"). The term "Materials" does not include third-party-produced materials licensed by YOU, which should be kept to a minimum as practicable (else with broad license rights) to help ensure sustainability and scalability of the Materials should the Materials be dependent on such third-party-produced materials. Microsoft has generously provided support to YOU; and YOU and Microsoft wish to ensure that Microsoft receives proper sponsorship credit and the ability to display, distribute and use the Materials.

(b) YOU shall hold the copyright to the Materials; but such copyright shall not extend to any components that are supplied by Microsoft, if any. YOU hereby grant to Microsoft a non-exclusive, perpetual, royalty-free, world-wide license to distribute, display, reproduce, promote or otherwise use the Materials (either directly or indirectly through third-parties authorized by Microsoft). YOU and Microsoft shall each be free to distribute, display, reproduce, promote or otherwise use (including creation of derivatives) the Materials, as each desires in its sole discretion, in whole or in part in any media format without any right of accounting or consent from the other parties hereto. Accordingly and for example, YOU remain free to establish, in dealing with third parties with whom you engage regarding the Materials, various terms such as certain conditions of use or a nominal fee to ensure sustainability (e.g., additional development, updates, etc.) and scalability (e.g., wider dissemination, subsidies to deserving users, etc.) of the project.

(c) The Materials shall have the following sponsorship credit line attached to each of the Materials:

*These materials were developed through the assistance of a generous grant from Microsoft Corporation.*

8. **General –**

(a) Notices. All notices and requests in connection with these Grant Terms shall be deemed given as of the day they are received either by messenger, delivery service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed as follows:

To Microsoft:

Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052-6399  
Attn: Mary Cullinane  
*For Informational Purposes:*  
*Fax: (425) 936-7329*

with a fax copy to: Law and Corporate Affairs - Paul F Caron  
Fax: (425) 936-7329

To YOU: the physical address and name provided below (or, if none provided below, then to YOUR physical address provided in the Proposal) --

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(b) Independent Contractors. Microsoft and YOU are independent contracting parties, and nothing in these Grant Terms shall be construed as creating an employer-employee relationship, a partnership, a franchise, or a joint venture between the parties. YOU is not an agent of Microsoft and has no authority to bind Microsoft by its acts or agreements.

(c) Governing Law.

For non-government organizations: These Grant Terms shall be governed by the laws of the State of Washington without regard to its principles relating to conflict or choice of laws. YOU consent to jurisdiction and venue in the state and federal courts sitting in the State of Washington.

For government organizations including state universities or state colleges: These Grant Terms shall be governed by the laws of the state in which YOU were formed.

- (d) Assignment. These Grant Terms shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that YOU may not assign these Grant Terms, in whole or in part, without the prior written approval of Microsoft.
- (e) Construction. If for any reason a court of competent jurisdiction finds any provision of these Grant Terms, or portion thereof, to be unenforceable, that provision of these Grant Terms will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of these Grant Terms will continue in full force and effect. Failure by either party to enforce any provision of these Grant Terms will not be deemed a waiver of future enforcement of that or any other provision. These Grant Terms have been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. YOU represent that you have made no edits (additions or deletions) to these Grant Terms provided by Microsoft other than as contemplated in Sections 8(a), the signature blocks below, and the attachment of YOUR logo specifications to Exhibit C.
- (f) Entire Agreement. These Grant Terms do not constitute an offer by Microsoft and it shall not be effective until as provided in Section 1. These Grant Terms constitute the entire agreement between the parties with respect to the grant and all other subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement dated subsequent to the date of these Grant Terms and signed on behalf of YOU and Microsoft by their respective duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have caused these Grant Terms to be executed as of the date last written below.

**Grantee Organization Name ("YOU"):**

\_\_\_\_\_  
*(please print full legal name of organization)*

**Microsoft Corporation**

By: \_\_\_\_\_  
*(signature)*

By: \_\_\_\_\_

\_\_\_\_\_  
Name *(please print)*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title *(please print)*

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date *(please print)*

\_\_\_\_\_  
Date

**Please be sure to print the Full Legal Name of the Grantee Organization where requested in the above signature block.**

## Exhibit A

### Microsoft Partners in Learning Project Partnerships

On a semi-annual basis, report on only those metrics below **that are applicable. Reports are due to Allyson Knox, US Partners in Learning, Academic Program Manager at allyknox@microsoft.com on the last Monday of each month during the term covered by the Grant Terms.** Each report will cover the incremental numbers for the semi-annual period then just ended (i.e., July- December and January-June). Microsoft reserves the right to upgrade the reporting process to an on-line web site.

#### Teacher/Leader Development

- ▶ # of Teachers Trained
  - ▶ # Online:
  - ▶ # In person:
  - ▶ # of Master Teachers Trained:
  
- ▶ # of School Leaders Trained
  - ▶ # Online:
  - ▶ # In person:
  - ▶ # of Master Leaders Trained:

#### Curriculum

- ▶ # Modules created (and what type)
- ▶ # Teachers and Students Reached
- ▶ # of schools or organizations Adopted

#### Assessments

- ▶ # of Assessments created (and what type)
- ▶ # of Students assessed
- ▶ # of Teachers assessed
- ▶ # of Leaders assessed

#### Student Help Desk

- ▶ # of School accessing student help desks
- ▶ # of Teachers trained
- ▶ # of Students trained

#### Research

- ▶ # of evaluations published
- ▶ # of conference presentations and audience size

## Exhibit B

### Specifications - Microsoft Logo



1. The Microsoft Logo may be used solely on the Site and related publicity materials regarding the Site, all in connection with Microsoft's sponsorship of the Site. Each planned use of the Microsoft Logo shall be presented to Microsoft for review at least five (5) business days prior to its use.
2. YOUR name, logo, or trademark must appear on any materials where the Microsoft Logo is used, and must be larger and more prominent than the Microsoft Logo.
3. The Microsoft Logo may not be used in any manner that expresses or might imply Microsoft's affiliation, sponsorship, endorsement, certification, or approval, other than as contemplated by these Grant Terms.
4. YOU shall not use the Microsoft Logo in association with any third party trademarks in a manner that might suggest co-branding or otherwise create potential confusion as to ownership of the Microsoft Logo.
5. The Microsoft Logo may not be included in any non-Microsoft trade name, business name, domain name, product or service name, logo, trade dress, design, slogan, or other trademark.
6. The Microsoft Logo may only be used as provided by Microsoft. Except for size, the Microsoft Logo may not be altered in any manner, including proportions, colors, elements, *etc.*, or animated, morphed, or otherwise distorted in perspective or dimensional appearance.
7. The Microsoft Logo may not be combined with any other object, including, but not limited to, other logos, words, graphics, photos, slogans, numbers, design features, or symbols.
8. The Microsoft Logo must stand alone. A minimum amount of empty space must surround the Microsoft Logo separating it from any other object, such as type, photography, borders, edges, and so on. The required area of empty space around the Microsoft Logo must be X, where X equals ½ the height of the Microsoft Logo.
9. The Microsoft Logo shall include the appropriate ™ and/or ® symbol(s) as shown in this Exhibit.
10. The Microsoft Logo shall be attributed to Microsoft Corporation in all materials where it is used, with the attribution clause: *"Microsoft is a trademark or registered trademark of Microsoft Corporation in the United States and other countries."*
11. The use of the Microsoft Logo shall follow the guidelines found at the following URL: <http://www.microsoft.com/mscorp/ip/trademarks/corplogo.asp>

**Exhibit C**

*Specifications - YOUR Logo  
(Attach specifications for use of YOUR Logo)*