



School Agreement for Make48 Innovation Experience

Program Participation Agreement

This Program Participation Agreement (the “Agreement”) is entered into as of [_____], by and between Make48, LLC (“Make48”), and [_____], with its principal place of business located at [_____] (“School”) to facilitate the Make48 Innovation Experience (“Program”).

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 the Make48 Innovation Experience, which includes instructional resources, planning materials, and curriculum designed to develop innovation and creativity among participants.

WHEREAS, Make48 desires to collaborate with schools in offering the Make48 Innovation Experience, and the School desires to participate in the Program at its 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. Purpose and Scope

1.1 Program Overview: The Make48 Innovation Experience provides students with the opportunity to participate in team-based design challenges, developing innovation, collaboration, and problem-solving skills.

1.2 Customization Options: School wishes to participate in the Program through the following model:

☒ **Summer School Curriculum Access:** School may access the Make48 Innovation Experience curriculum for a fee of **\$1000**. The School is solely responsible for arranging any business partnerships or mentorship opportunities.

1.3 Role of School: The School shall be solely responsible for managing Program logistics, including teacher facilitation, student supervision, adherence to safety protocols, and compliance with the terms of this Agreement.

1.4 Make48 and Sponsor Role: Make48 and Sponsor provide curricular resources, instructional guides, and optional mentorship opportunities but are not responsible for direct facilitation of the Program or ensuring student safety. The School bears full responsibility for supervision and compliance with safety policies.

1.5 Sponsorship and Branding: 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 secured by Licensee or any source other than Make48 are subject to Make48's approval, as a condition of the license and rights provided herein.

2. Fees and License Terms

2.1 License Term and Fees: The School is granted a non-exclusive, non-transferable license to access and use the Make48 Innovation Experience solely for summer educational programming. The license permits participation for up to 200 students and shall expire on **June 30, 2025**. Fees are subject to change upon renewal for subsequent years. The School shall provide an estimated number of participating students for informational purposes only.

2.3 Annual Renewal of Licenses: The School shall notify Make48 no later than April 1 of the following school year of its intent to renew or not renew for the following academic year. Prior to renewal, Make48 and the School will review the anticipated number of students and determine any necessary adjustments to license fees or the number of licenses. Any modifications to the agreement will be subject to mutual written agreement.

2.4 Teacher Certification: Teachers facilitating the Program must complete Make48 certification training. Certification details, including costs, are outlined in **Exhibit C**. Certification remains valid as long as the teacher facilitates the Program. If a certified teacher departs and a new teacher or additional teacher is assigned, the new teacher must complete certification training.

2.5 Student Acknowledgement and Documentation: The School shall distribute, collect, and store a signed Student Team Agreement from each participating student and their parent or legal guardian prior to participation in the Program. The Student Team Agreement:

- (a) Is required for all students participating in the Program;
- (b) Covers program rules, safety guidelines, and participant responsibilities, and
- (c) Must be signed and stored by the School before the student may participate.

A link to the Student Team Agreement is provided in **Exhibit A**. The School is responsible for ensuring that no student participates in the Program without a signed Student Team Agreement on file, whether in physical or legally recognized electronic format.

2.6 Staffing and Compensation: Make48 shall not be responsible for the payment of any staff, employees, or facilitators engaged by the School for the implementation of the Program. All individuals involved in the facilitation, supervision, or support of the Program shall either serve as volunteers or be compensated solely by the School.

3. Intellectual Property (IP) and Ownership

3.1 Ownership of Program Materials: Make48 retains full and exclusive ownership of all rights, titles, and interests in and to the Innovation Experience, including all trademarks, instructional content, curriculum materials, copyrights, and proprietary information. The School shall not copy, reproduce, distribute, modify or create derivative works of any Make48 materials beyond the scope expressly permitted under this Agreement.

3.2 Intellectual Property (IP) Rights: Make48 has identified the applicable scenario for this Program by checking one box below. The School acknowledges and agrees that the responsibilities outlined under the selected scenario apply to its participation in the Program.

☒ Scenario 1: Default Student Ownership: The School confirms that no Sponsor has rights to acquire student-created IP during the Program. In this scenario, students retain full ownership of their intellectual property without the need for additional agreements. Only the documentation requirements in Section 2.4 apply. Section 3.2(b) does not apply.

☐ Scenario 2: Sponsored Challenge with Potential IP Acquisition: The School confirms that the Program includes a sponsored challenge where a Sponsor has the right to acquire student-created IP under the terms of a separate NDA/IP Transfer Agreement. The School agrees to fulfill the additional documentation responsibilities outlined in 3.2(b).

- (a) Student Ownership (Default): Students retain full ownership of their ideas, inventions, and creations developed during the Program, with no obligation to assign or transfer their IP to the School, Make48, or any Sponsor.
- (b) Sponsored Challenges with Potential IP Acquisition (Scenario 2 Only): In specific sponsored challenges where a Sponsor offers compensation or awards in exchange for the right to acquire student-generated IP, the following terms apply:
 - (i) Additional Documentation Requirement: In accordance with Section 2.4, students and their parent(s) or legal guardian(s) must complete an NDA/IP Transfer Agreement before participating in the sponsored challenge. The NDA/IP Transfer Agreement will govern the terms of any potential IP assignment or transfer to the Sponsor.
 - (ii) Make48 Not Party to Final IP Transfers: Make48 is not a party to any final IP assignment between the Sponsor and the students, nor does it oversee or enforce the terms of any IP transfer agreements. The Sponsor is solely responsible for coordinating and executing any final IP transfer agreements directly with the students. The Sponsor must notify the School and Make48 in writing within ninety (90) calendar days of project submission if they elect to acquire the student-created IP. If no written notification is received within this period, the student team retains full ownership of their work and may proceed with commercialization or other uses as they see fit.
- (c) School's Limited Role for Sponsored Challenges: The School's sole obligation under this Section is to:
 - (i) Distribute and collect the NDA/IP Transfer Agreements from students participating in Sponsored Challenges; and

- (ii) Store the collected NDA/IP Transfer Agreements at its location; and
- (iii) Confirm that only students who have signed the NDA/IP Transfer Agreement participate in sponsored challenges with potential IP acquisition.

The School is not responsible for negotiating, overseeing, or enforcing any post-competition IP transfer agreements between students and Sponsors. Likewise, Make48 does not collect, verify, or track the distribution, collection, and storage of NDA/IP Transfer Agreements.

4. Confidentiality (if Applicable)

4.1 Confidentiality: Confidentiality terms do not apply to standard Program participation as no IP rights will be transferred to the School or any Sponsor.

5. Safety, Insurance, and Liability

5.1 General Responsibility: The School shall be solely responsible for ensuring the safety and supervision of students throughout their participation in the Program, including on-site and off-site activities. Make48 and any sponsors assume no responsibility for student safety, supervision, or risk management. The School must ensure compliance with all applicable local, state, and federal safety regulations.

5.2 Insurance Requirements: The School shall maintain adequate general liability insurance covering all participants, staff, and volunteers engaged in the Program. The School is solely responsible for ensuring it meets all coverage requirements and assumes full responsibility for any claims arising from its participation. Make48 shall not verify, review, or approve any insurance policies or certificates of coverage, nor shall it bear any liability for the adequacy of such coverage.

5.3 Off-Site Activities: Students may only participate in off-site Program activities if approved by the School. The School is solely responsible for determining whether off-site participation is appropriate and for establishing any necessary requirements, permissions, or liability waivers for student participation in such activities. Make48 shall not be responsible for monitoring or enforcing off-site activity approvals or permissions.

5.4 Indemnification: To the fullest extent permitted by law, the School agrees to defend, indemnify, and hold harmless Make48, its affiliates, officers, employees, agents, and assigns from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of the School's participation in the Program, including but not limited to:

- (i) injuries occurring on school premises, off-site locations, or during student activities, except to the extent such claims arise from the negligence or willful misconduct of Make48; and
- (ii) patent infringement claims relating to projects commercialized by students, including those arising from any failure by the School to enforce program participation terms with students.

This indemnification provision is subject to and limited by the School's sovereign immunity under applicable state law and shall not be construed as a waiver of any defenses or immunities available to the School. This indemnification shall survive the termination of this Agreement.

6. Program Administration and Data Privacy

6.1 Student Login and Data Privacy: Students must create a login to access Make48 curricular materials. Make48 collects only the email address used for sign-up and shall not use student data for marketing purposes. Make48 shall implement and maintain reasonable administrative, technical, and physical safeguards to protect student information from unauthorized access, use, or disclosure. The School agrees to inform students and parents of the data collected and ensure compliance with student privacy laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and Children's Online Privacy Protection Act (COPPA).

6.2 Forms Responsibility and Indemnification: The School acknowledges and agrees that by rostering a student and granting them access to the Make48 Innovation Experience, it signifies that all necessary forms have been duly completed and are on file with and in the possession of the School district. The School further agrees to defend, indemnify, and hold Make48 harmless from any claims, causes of action, demands, losses, injuries, and damages of any kind or nature, including claims for negligence, strict liability, breach of contract, negligent or fraudulent misrepresentation or concealment, or any other claim or cause of action arising from the lack of proper documentation.

7. Miscellaneous

7.1 Mediation Requirement: Before initiating any litigation, the parties agree to attempt in good faith to resolve any disputes arising out of this Agreement through mediation. Mediation shall be conducted by a mutually agreed-upon neutral third party, and the costs of mediation shall be shared equally between the parties. The parties agree that any resolution reached during mediation shall be documented in a written settlement agreement signed by both parties. If the dispute is not resolved within thirty (30) days of a written mediation request, either party may proceed with litigation as set forth in this Agreement.

7.2 Governing Law and Dispute Resolution: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Any disputes arising under this Agreement shall be resolved in the state or federal courts of Platte County, Missouri, unless applicable law or school district policy requires a different jurisdiction, in which case disputes shall be resolved in the appropriate state or federal courts in the jurisdiction where the School is located.

7.3 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.

7.4 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.

7.5 Limitation of Liability: The School agrees that, to the extent of the law, in no event shall Make48 be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, or use, incurred by the School, whether in an action asserting breach of contract, negligence, strict liability, or any other claims or causes of action arising from the Make48

Innovation Experience, even if Make48 has been advised of the possibility of such damages. The School specifically agrees that in no event shall Make48's total liability for damages arising out of or related to this Agreement exceed the fees paid by the School under this Agreement.

7.6 Non-Disparagement: The School agrees that it will not engage in any statements, whether written or oral, that are knowingly false or misleading and that disparage, defame, or bring disrepute to Make48, its affiliates, its employees, or the Innovation Experience. This provision does not restrict the school from making truthful statements required by law or in compliance with public record obligations, sharing feedback or criticism directly with Make48 in a constructive, professional manner, or making statements that are a matter of public concern, provided they are not made with malicious intent.

7.7 Independent Contractor Relationship: Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between the School and Make48. The School acknowledges that it is participating in the Make48 Innovation Experience as an independent educational participant, it has no authority to act on behalf of, bind, or represent Make48 in any manner, and it shall not present itself as an agent, partner, or affiliate of Make48.

7.8. 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.

THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.

School Participation Selection (Required - School to Select One of the Following)

- ☐ **Tournament Participation:** The School elects to participate in the Make48 Tournament as outlined in Section 1.2 of this Agreement. Participation may be subject to sponsorship funding per Section 2.2.
- ☒ **Curriculum-Only Use:** The School elects to use Make48 solely as an educational curriculum without participating in the Make48 Tournament.
- ☐ **Custom Challenge without Tournament Participation:** The Schools elects to run a Custom Challenge with Make48 but does not intend to enter the Tournament. Participation may be subject to sponsorship funding per Section 2.2.

Pending Sponsorship Status (Required - School to Select One of the Following)

- ☒ **Standard Participation:** The School confirms participation and agrees to pay the required fee as outlined in Section 1.2.
- ☐ **Pending Sponsorship Status:** The School elects to participate under Pending Sponsorship Status per Section 2.2, with the understanding that participation is subject to Make48 securing sponsorship funding and is not guaranteed until such funding is confirmed.

SCHOOL OR ORGANIZATION

MAKE48, LLC

SUPERINTENDENT OR DESIGNEE

TOM GRAY

TITLE

CEO

SIGNATURE

SIGNATURE

DATE

DATE

BUILDING PRINCIPAL OR DIRECT SUPERVISOR

SIGNATURE

DATE

Exhibit A: Student Team Agreement

Student Team Agreement for Make48 Innovation Experience

School Name: _____ Teacher/Facilitator: _____

Student Name: _____

This agreement should be signed by both the student and their parent or guardian. By signing, you give permission for the student to participate in the Make48 Innovation Experience, a hands-on educational program provided by Make48, LLC.

What is the Make48 Innovation Experience?

The Make48 Innovation Experience is a creative, team-based program where students take on design challenges and practice real-world problem solving, teamwork, and innovation.

What is expected of participating students?

Original Ideas: Students are expected to come up with their own ideas. As part of the process, they may be asked to research whether similar ideas, artwork, slogans and other protected ideas already exist, just like real inventors do.

Building & Safety: Students will build a prototype of their idea using tools and materials provided by the school.

- The school is responsible for student safety and supervision during the program.
- Students may continue working on their projects outside of **school** only if the school gives permission.
- Parents/guardians are fully responsible for any work their child does off-site.
- Make48 and its partners **are** not responsible **for** any injuries, damage, or accidents that may happen during the program.

Presenting Their Ideas: At the end of the program, each team will share their final idea with an expert panel for feedback.

- Teams will be evaluated mainly on how well their product could do in the real world (its “market potential” or simply put: how much money the idea could potentially make).
- Other things like creativity, how easy it would be to make, and how clearly the team presents their idea will also be considered.
- Judging is subjective, and all decisions made by the judges are final.

Intellectual Property & Ownership: Students will come up with original ideas and solutions during the program. Those ideas belong to the students, and they are free to continue developing their ideas after the program.

Celebrating Student Work: By participating, students and parents agree that Make48 and your School may share student work (like photos, ideas or final projects) for educational or promotional purposes, but students will still own their ideas.

Communication: All questions or concerns during the program should be sent to the student’s assigned teacher or facilitator. Students should not contact Make48 partners or outside businesses unless their teacher or Make48 gives permission.

Parent/Guardian Acknowledgment

I understand that my child will be supervised by school staff during all Make48 activities. The school is responsible for making sure the environment is safe and that students are using materials and tools appropriately. Make48 and its partners are not responsible for any injuries or incidents that happen during the program, including any that may occur off-site.

I understand that my child may use a secure login to access Make48's learning materials through an online platform ("Thinkific"). Make48 does not collect or share personal student information. The platform is used only to provide access to program materials.

I understand that photos or videos of student work may be used by Make48 to help promote educational programs. These could appear on websites, printed materials, or social media. If you change your mind later and contact us in writing, we will do our best to stop future use, but we cannot remove things that have already been published.

Please check one:

- ☐ I give permission for my child's photo or video to be used.
☐ I do not give permission for my child's photo or video to be used.

By signing below, I acknowledge that I have read and understood the information above and give permission for my child to participate in the Make48 Innovation Experience.

Student Name

Parent Name

Student Signature

Parent Signature

Date

Date

This form must be signed and returned to the School before the student may participate in the Make48 Innovation Experience.

Exhibit B: NDA/IP Transfer Agreement
Student Non-Disclosure and Intellectual Property Transfer Agreement

School/Program: _____ Facilitator: _____

Student Name: _____

This Agreement (“Agreement”) is made between the Student and Parent/Guardian (“Participant”) and Make48, LLC (“Make48”) in connection with participation in the Make48 Innovation Experience (“Program”). This Agreement ensures confidentiality and defines the intellectual property (IP) rights associated with student-created work during a sponsored challenge where a Sponsor has the automatic right to acquire student-created IP upon selection of the winning idea in exchange for a fixed cash prize.

1. Non-Disclosure Agreement (NDA)

1.1 Confidentiality Obligation: The Participant acknowledges that, during the course of the Program they may have access to confidential and proprietary information belonging to Make48, the School, or the Sponsor. Confidential information includes, but is not limited to, business plans, product concepts, trade secrets, proprietary technologies, non-public research, designs, financial information, and any other non-public details related to the Sponsor’s business or the Program.

1.2 Restrictions on Disclosure: The Participant agrees that they will not, during or after their participation in the Program, disclose, reproduce, distribute, or use any confidential information for any purpose other than participation in the Program. Confidential information may not be shared with any third party, including but not limited to, friends, family, or competing entities.

1.3 Exceptions: The confidentiality obligation does not apply to information that:

- Was already publicly available at the time of disclosure;
- Becomes publicly available through no fault of the Participant;
- Is independently developed by the Participant without reference to Sponsor-provided confidential information;
- Is required to be disclosed by law or legal order, provided that the Participant notifies Make48 and the Sponsor promptly before disclosure.

1.4 Duration: This NDA remains in effect for **one (1) year** after participation in the Program ends.

1.5 Enforcement: The Participant understands that a breach of this NDA may result in legal action and the disqualification of their team from the Program.

2. Intellectual Property Rights

2.1 Student Ownership of Winning Ideas: The student team selected as the winner of the sponsored challenge **must assign full ownership rights of their idea to the Sponsor in exchange for the pre-determined financial prize of \$2000 per team.** If the Sponsor elects not to acquire the IP rights to the winning idea, ownership will remain with the student team.

2.2 Sponsor Acquisition of Additional Ideas: If the Sponsor chooses to acquire additional ideas beyond the winning team, the Sponsor must provide equal compensation (\$2000 per team) for each additional idea acquired.

2.3 Assignment of Rights: By signing this Agreement, the Student and Parent/Guardian acknowledge and agree that, upon selection as the winning team, the students shall transfer all intellectual property rights, including patents, trademarks, copyrights, and trade secrets, to the Sponsor. The Sponsor will own the idea exclusively, and the Student will have no further claims to it.

2.4 Non-Exclusive License to Make48:

- Regardless of ownership transfer, Make48 retains a non-exclusive, royalty-free, perpetual license to use student projects for educational, promotional, and marketing purposes.
- This does not transfer ownership but allows Make48 to showcase student work in publications, social media, and presentations.

2.5 Liability and Patent Responsibility:

- Make48 and the Sponsor assume no responsibility for disputes, claims, or legal challenges related to patents or IP infringement prior to, during or after participation in the Program.
- If the Sponsor acquires the winning idea, the Sponsor assumes full responsibility for managing, protecting, or enforcing the intellectual property rights related to that idea.
- If the Sponsor declines to acquire the winning idea, ownership remains with the student team, and the students and parent/guardians are responsible for conducting due diligence on existing patents before pursuing commercialization.
 - Make48 does not provide legal assistance or guidance regarding patent filings or commercial ventures.
 - Make48 and the Sponsor assume no responsibility for disputes, claims, or legal challenges related to patents or IP infringement.

By signing below, I acknowledge that I have read, understood, and agree to the terms outlined in this Agreement, including the mandatory IP transfer upon selection of the winning idea, unless the Sponsor elects not to acquire it.

Student Name

Parent Name

Student Signature

Parent Signature

Date

Date

This form must be signed and returned to the School before the student may participate in the Make48 Innovation Experience.

Exhibit C: Teacher Certification Training Requirements

This Exhibit outlines the specific requirements, responsibilities, and procedures for certification training of teachers facilitating the Make48 Innovation Experience (“Program”).

Purpose Of Certification Training

- Certification training ensures that facilitating teachers are fully prepared to lead the Make48 Innovation Experience, with knowledge of the program’s curriculum, facilitation techniques, safety protocols, and challenge oversight responsibilities.

Training Requirement

- **Initial Certification:** All teachers new to facilitating the Make48 Innovation Experience are required to complete Make48 certification training before starting the Program.
- **Certification Validity:** Certification is valid for the teacher’s duration in the facilitation role. If a certified teacher leaves, any replacement must complete certification before assuming facilitation responsibilities.

Cost And Payment Responsibility – WAIVED FOR 2025 SUMMER SCHOOL TRAINING

- **Training Fee:** The certification training fee is \$375 per teacher, payable by the School or Sponsor. This fee covers all aspects of the initial training for the duration of the teacher’s facilitation role.
- **Changes to Training Fees:** Make48 reserves the right to adjust certification fees. The School will be notified of any changes to the fee structure at least 30 days before implementation.

Training Content And Delivery

- Certification training includes comprehensive instruction on:
 - The Make48 Innovation Experience curriculum.
 - Facilitation techniques and best practices.
 - Safety guidelines and protocols for student engagement.
 - Administration and oversight of student challenges.
- **Training Format:** Training may be delivered [in-person, virtually, or both], as determined by Make48, with required participation for successful completion.

Certification Completion Criteria

- Teachers must complete all training modules, assessments, or other requirements specified by Make48 to be certified.
- Upon completion, Make48 will issue a certification acknowledgment to the teacher and retain a record of certification for future reference.

School Responsibility For Certification Compliance

- The School is responsible for ensuring that all facilitating teachers are certified before conducting the Make48 Innovation Experience. The School must also ensure that replacement facilitators undergo certification if a certified teacher departs.

Recordkeeping And Reporting

- Make48 will provide certification records upon completion of training. The School must maintain a record of all certified teachers for its own files and update Make48 if any changes occur in facilitation personnel.

Indemnification And Liability

- The School agrees to indemnify and hold harmless Make48 from any claims, liabilities, or damages resulting from the facilitation of the Program by certified teachers, including those related to safety and supervision.