

Memorandum of Understanding

between

THE HINES FAMILY FOUNDATION for EDUCATION, INNOVATION & SERVICE

(hereinafter "HFF and/or "HFF-EIS")

and

CAMDEN COUNTY, GA SPACEPORT AND INNOVATION CENTER

(hereinafter "CSP

for

HFF-CSP Stem Education Alliance

This Memorandum of Understanding (MOU) sets the terms and understanding between Hines Family Foundation for Education, Innovation & Service), a Georgia-based nonprofit 501(c)(3) STEM Education and Workforce Development Corporation, and Camden County, a political subdivision of the state of Georgia by and through the Camden County Board of Commissioners, to collaborate on mission-aligned STEM/STEAM outreach and related technology initiatives in support of underserved and under-represented students and population groups. By developing this alliance, HFF and CSP are positioned to make powerful and positive impacts on the next generation.

ARTICLE 1. PURPOSE

The purpose of this MOU is to establish the scope and parameters for the alliance between HFF and CSP. Moreover, this MOU will outline the parties' duties and responsibilities, which support HFF's charitable purposes. The parties intend to share their technologies, methodologies, resources (tangible/non-tangible) to achieve program goals.

The focus of the partnership between HFF and CSP will be:

- Adoption of CSP into the HFF STEM Education and Training Alliance (H-SETA). Additionally, CSP, in collaboration with Ga Tech (GT), the Georgia Space Grant Consortium (GSGC), and Mercer University STEM Education and Innovation laboratory, will help develop the Camden Regional STEM Node.
- Develop cutting edge learning tools, courses, experiences and packages to be deployed via the CSP Innovation Center and the Camden Regional STEM Node.
- Coordinating and sharing projects, products, technologies, methodologies and all other work-products, by and between HFF and CSP.
- Leverage stakeholder and fundraising efforts to develop necessary infrastructure, facilities, products, services, and resources to implement STEM4.0 and workforce development projects.
- Collaborate on co-branding and marketing via social and traditional media channels, where appropriate.

ARTICLE 2. RESPONSIBILITIES

A. HFF will use reasonable efforts to:

- (1) Make available HFF personnel, programs, initiatives, expertise, technologies, methodologies and projects for HFF-CSP collaborative learning and training.
- (2) Integrate HFF projects with CSP projects, where appropriate.
- (3) Make available HFF personnel, programs, initiatives, expertise, technologies, methodologies and projects for collaborative participation on activities that meet HFF's charitable purposes.
- (4) Make available HFF personnel, programs, initiatives, expertise, technologies, methodologies and resources to apply for joint proposals and grants.
- (5) Track and record target metrics (measures of effectiveness) for programs and projects developed hereunder.

B. CSP will use reasonable efforts to:

- (1) Provide personnel, programs, initiatives, expertise, technologies, methodologies and projects for collaborative learning and training opportunities with HFF.
- (2) Provide personnel, programs, initiatives, expertise, technologies, methodologies for STEM outreach and workforce development activities.
- (3) Provide personnel, programs, initiatives, expertise, technologies, methodologies for joint proposals, grants and/or donations.
- (4) Provide personnel, programs, initiatives, expertise, technologies, methodologies for collaborative participation on activities that meet HFF's charitable purposes.
- (5) Track and record target metrics (measures of effectiveness) for programs and projects developed hereunder.

ARTICLE 3. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this MOU Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds. If financial and resource are required to accomplish agreed upon tasks and activities, those will be described in separate documents annexed to this MOU.

ARTICLE 4. ANNEXES

Any schedules or milestones in this Agreement are estimates based upon the availability of the Parties' personnel, programs, initiatives, expertise, technologies, methodologies, projects and/or equipment. Specific projects, events, activities and their timelines are detailed in the Annexes to this agreement. The annexes contain project-level actions and delineate roles and responsibilities for each party. The Annexes contain needed metrics, schedules, work breakdown elements, financial and/or resource management requirements, and any details required to fulfill this MOU.

If either parties' projected availability changes, said party shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. Conflicts that arise between the parties shall be adjudicated between the signatories of this agreement or their designated agent.

ARTICLE 5. NONEXCLUSIVITY

This Agreement is not exclusive. Accordingly, HFF and CSP may enter into similar agreements for the same or similar purpose with other entities. The parties agree to disclose any other agreements, entered into, and the extent thereof, if those activities impact, in any way, the purpose, activities and/or metrics of this agreement.

ARTICLE 6. USE OF PARTNER NAME, LOGO and EMBLEMS

A. Name and Initials

Parties shall not use "Hines Family Foundation for Education, Innovation and Service" or "HFF." in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of HFF, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" article, CSP and any of its agents, employees, contractors, successors and/or assigns must submit, in writing, any proposed public use of the HFF name or initials (including, but not limited to press releases, promotional and advertising use) to HFF for review and approval, in writing. Approval by HFF shall be based on applicable law and policy governing the use of the HFF name and initials. HFF agrees to reciprocate the same courtesy to CSP.

B. HFF Emblems

Partner must submit any proposed use of the emblems, in writing, to HFF for review and approval. HFF agrees to reciprocate the same courtesy to the CSP.

ARTICLE 7. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

The parties may, consistent with this agreement and subsequent annexes release general information regarding its own participation in this Agreement as desired. Partners shall, when practical, inform the other party of any pending release of information. This includes responding to media queries, posting about this collaboration to social media, giving talks, etc. The goal of this article is not to preclude a party from releasing information about this collaboration, but to make sure the other party is aware of an imminent release to the best extent possible.

ARTICLE 8. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by HFF and CSP under this Agreement are provided "as is." The parties make no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or

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as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither party shall be liable for special, consequential, or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or by such research, information, or resulting products made or developed under or as a result of this Agreement.

ARTICLE 9. COMPLIANCE WITH LAWS AND REGULATIONS

A. The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations.

ARTICLE 10. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or pursuant to Article 11, below.

ARTICLE 11. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 12. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

Technical Points of Contact

Hines Family Foundation

Name: John W. Hines
Title: CEO and Chairman
100 Hartsfield Center Parkway
Suite 100
Atlanta, GA 30354
Phone: 678-374-8150
Email:john@hinesfamilyfoundation.org

Camden County, Georgia

Name: Steve Howard
Title: County Administrator
Address: PO BOX 99
201 East 4th Street
Woodbine, Georgia 31569
Phone: 912-510-0464
Email:steve.howard.admin@camdencountyga.gov

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Management Points of Contact

Hines Family Foundation

Name: John W. Hines
Title: CEO and Chairman
100 Hartsfield Center Parkway
Suite 100
Atlanta, GA 30354
Phone: 678-374-8150
Email: john@hinesfamilyfoundaation.org

Camden County, Georgia

Name: Steve Howard
Title: County Administrator
Address: PO BOX 99
201 East 4th Street
Woodbine, Georgia 31569
Phone: 912-510-0464
Email: steve.howard.admin@camdencountyga.gov

ARTICLE 13. ASSIGNMENT

Neither this Agreement nor any interest arising under it may be assigned by either party without the express written consent of ALL parties, successors and/or assigns.

ARTICLE 14. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

ARTICLE 15. SIGNATORY AUTHORITY


The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

The Hines Family Foundation

Camden Co, (GA) Spaceport


#40c99c3b36
Apr 14, 2021

BY: _____
Name: John W. Hines
Title: Founder/Executive Director



BY: _____
Name: Steve Howard
Title: Camden Co, GA Administrator

DATE: __ 14 April 2021

DATE: __ April 15, 2021

