

LOCAL PARTNERSHIP AGREEMENT

This Local Partnership Agreement (“Agreement”) is made and entered into as of this 3rd day of January 2022 (“Effective Date”), by and between **The National Center for Missing and Exploited Children** (“NCMEC”), a nonprofit organization located at 333 John Carlyle Street, Alexandria, Virginia 22314, and **Texas (Trafficking) Emergency Network Diversion (TEND) Court Program** (“PROGRAM PARTNER”), a nonprofit organization located at 1110 Victoria, Ste. 105, Laredo, Texas 78040. NCMEC and PROGRAM PARTNER are referred to individually as a “Party” and collectively as the “Parties.”

This Agreement is executed in consideration of the Parties’ mutual promises contained in this Agreement and other good and valuable considerations, the receipt and sufficiency of which are acknowledged. The Parties agree to the following terms and conditions:

- 1. Partnership Activities.** NCMEC and PROGRAM PARTNER agree to engage in the activities set forth in the attached Statement of Work (“SOW”), in order to better coordinate the development and implementation of consistent, sound practices, ~~including to protect~~ protection, and ~~the~~ safety of ~~the~~ children. Each Party shall be responsible for bearing any costs or expenses it incurs associated with each Party’s respective responsibilities set forth in the SOW.
- 2. Grant of License.** Each Party grants to the other Party a non-exclusive, non-transferable, limited license to use the Party’s name and logo solely during the Term (as defined below) and solely in connection with this partnership as set forth in this Agreement. All rights to NCMEC’s and PROGRAM PARTNER’s name and logo not expressly granted are reserved to the party that owns such name and logo. NCMEC and PROGRAM PARTNER shall remain the sole owners of their respective names and logos and of the goodwill and reputation associated with such names and logos. Nothing in this Agreement shall be construed as an assignment or grant of any right, title, or interest in or to NCMEC’s or PROGRAM PARTNER’s names or logos, except as specifically set forth in this Agreement.
- 3. Confidentiality.** NCMEC and PROGRAM PARTNER acknowledges that in performing this Agreement, each Party may acquire information that is confidential (“Confidential Information”) to the other Party. The Parties agree not to disclose each other’s Confidential Information without prior written consent. Each Party shall take all reasonable care to preserve and protect all Confidential Information using at least the same degree of care used to protect its own confidential information. Each Party shall use Confidential Information only in connection with this Agreement. Information shall not be considered Confidential Information if: (i) it was available to the public without breach of this Agreement; (ii) it was rightfully, and without confidentiality restriction, in a Party’s possession before the disclosure; (iii) it was received from a third party having a right to disclose such information without restriction and without breach of this Agreement; or (iv) it was independently developed outside of this Agreement without breach of this Agreement. A Party may disclose Confidential Information pursuant to a requirement of the duly-empowered government agency or a court of competent jurisdiction provided the Party uses reasonable efforts to notify the other Party

prior to any such disclosures. The provisions of this Section shall survive termination or expiration of the Agreement.

4. Representations and Warranties and Indemnifications. The Parties represent and warrant that they have the full right, power, and authority to enter into and perform under this Agreement; are not a party to any other agreement or understanding that would be breached by entry into or performance under the Agreement; and shall comply with all applicable federal, state, and local laws, statutes, rules, and regulations in connection with this Agreement.

Except with respect to breaches of Paragraphs 4 and 5, in no event shall either Party be liable to the other Party for any consequential, indirect, incidental, punitive, or special damages (including lost profits or loss of goodwill) regardless of the nature of the claim or liabilities to third parties arising from any source, even if such Party has been advised of the possibility of such damages. The cumulative liability of NCMEC to PROGRAM PARTNER for all claims arising from or relating to this Agreement, including without limitation any cause of action sounding in contract, tort, or strict liability, shall not exceed one U.S. dollar.

Each Party will indemnify, defend, and hold harmless the other Party and the officers, directors, agents, volunteers, affiliates, and employees of the other Party from any and all damages, losses, liabilities, and/or costs (including without limitation attorneys' fees), resulting from any claims, including without limitation third party claims of intellectual property infringement, arising from any act or omission on the part of the Parties with respect to this Agreement, except where liabilities result from the gross negligence or knowing and willful misconduct of the other Party. The non-indemnifying Party shall give prompt notice of any claim to be indemnified, providing reasonable information and other assistance to the indemnifying Party, and seek to mitigate damages as feasible. This provision shall survive termination or expiration of this Agreement for any reason.

5. Term and Termination. This Agreement shall begin as of the Effective Date and remain in effect for one year from the Effective Date. Either Party may terminate this Agreement for any reason or for no reason, upon a ten (10) calendar day's –written notice. Termination or expiration of this Agreement for any reason shall not excuse performance of any obligation to the extent due, owed, or accrued as of the termination date.

6. Public Announcement of Agreement. Neither Party shall make any public announcement or issue any public release about the existence or terms of this Agreement without the prior written consent of the other Party.

7. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to the conflict-of-laws rules or statutes of any jurisdiction. The courts located in the Commonwealth of Virginia shall have exclusive jurisdiction over all claims relating to this Agreement. The Parties agree that they are dealing with each other as independent contractors, and nothing in this Agreement shall be construed as creating or constituting an employee-employer relationship or joint venture. Neither Party may bind the other in contracts with third parties or make promises or representations on behalf of the other Party without such

Party's prior written consent. Neither Party may assign or subcontract any part of this Agreement without the other Party's prior written consent. This Agreement shall be binding upon the Parties' respective heirs, successors, and permitted assigns. If any provision of this Agreement is held invalid, illegal, or unenforceable under any applicable statute or rule of law, it is to that extent deemed deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect. Any and all changes to this Agreement must be authorized in a writing and duly executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and in effect on the last date set forth below.

THE NATIONAL CENTER FOR MISSING AND EXPLOITED CHILDREN

Stacy Garrett
Vice President, Content and Community Engagement

Month ____, 2022

PROGRAM PARTNER

Texas (Trafficking) Emergency Network Diversion (TEND) Diversion Program

Associate Judge, Selina L. Mireles

August ____, 2022

STATEMENT OF WORK

Partnership Level: Collaborator

PROGRAM PARTNER REQUIREMENTS:

1. Designated Program Partner staff member(s) will complete a half or one-day NetSmartz® and KidSmartz® Authorized Facilitator Training consisting of:
 - a. ~~On/in person or on~~line training, hosted regionally by NCMEC
 - b. Pre- and post-training evaluations
 - c. Presentation observation hours
2. Program Partner will schedule presentations throughout the year, including school-based, agency-based, and other community-based presentations (in-person or online as appropriate). These may be stand-alone presentations of the NCMEC curriculum, or the material can be included as part of broader safety and prevention presentations.
3. Program Partner will meet attendance target of ~~2550~~ children and adults within one year of completing facilitator training.
4. Program Partner will report attendance numbers to NCMEC.
5. Program Partner will participate in a ~~program~~ evaluation survey at the end of year one.
6. Program Partner understands that NCMEC will not provide payment or reimbursement in any form to cover costs associated with Program Partner staffing, background checks, or program implementation.
7. Upon NCMEC's request, the Program Partner will provide written confirmation that the Designated Program Partner staff members have completed and passed a background check.

Commented [REC1]: Online ~~In-person~~

Commented [REC2]: ~~In-person~~

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Commented [REC3]: Grant only approved 25 youth, and we can commit to a minimum of 1 community presentation.

Commented [REC4]: Grant only approved 25, and we can commit to a minimum of 1 community presentation.

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Commented [REC5]: Yes, but we cannot provide any identifiable info on youth, as per CPS.

NCMEC REQUIREMENTS:

1. NCMEC will provide NetSmartz® and KidSmartz® Authorized Facilitator Training including:
 - a. Work with Program Partner to schedule training within 90 days of signed agreement
 - b. Pre- and post-training evaluations to ensure knowledge and skill achievement submitted within two weeks of each completed presentation
 - c. Observing presenters and providing feedback
2. NCMEC will provide access to all relevant curricula and resources.
3. NCMEC will provide presentation request referrals.
4. NCMEC will provide ongoing support to Program Partner with an initial check-in and quarterly check-ins with Authorized Facilitators.
5. NCMEC will provide Program Partner with quarterly data reports via online form provided by NCMEC.