

**MEMORANDUM OF AGREEMENT (MOA) FOR THE DELIVERY OF  
IOWA’S STEM SCALE-UP PROGRAMS**

This three party MOA is made this 1st day of October, 2012, by and between the following three entities:

A. Local Education Agency, hereinafter referred to as “LEA”:

LEA name:

LEA contact person:

LEA address:

B. STEM Scale-up Service Provider, hereinafter referred to as “STEM Service Provider”:

STEM Service Provider name: KidWind

STEM Service Provider contact person: Michael Arquin, CEO

STEM Service Provider address: 800 Transfer Road, Suite 30B  
Saint Paul, MN 55114  
[michael@kidwind.org](mailto:michael@kidwind.org)  
phone: 651-917-0079

C. STEM Scale-up Regional Hub, hereinafter referred to as the “Hub”:

Hub name: Southwest Regional STEM Hub

Hub Manager contact: Beth Kulow

Hub address: Southwestern Community College  
1501 West Townline St.  
Creston, IA 50801  
641-782-1520  
[Kulow@swcciowa.edu](mailto:Kulow@swcciowa.edu)

It is hereby mutually agreed:

**1. Duration, Termination, and Scheduling**

This MOA shall continue in effect until the 30th day of April, 2013, subject to termination by either party with fifteen (15) days’ prior written notice for reason or convenience. In the event of a scheduling problem, such as a winter weather event, the STEM Service Provider and LEA shall attempt to provide one another as much prior notice as possible and reschedule the STEM program.

**2. STEM Service Provider Program Implementation Commitments**

STEM Service Provider, in the role of independent contractor to the LEA, agrees to provide Science, Technology, Engineering, and Mathematics (STEM) related services to the LEA as a part of the Governor of Iowa’s STEM Scale-up Initiative. Listed in Appendix A (Commitment Letter) are the STEM Service Provider’s program implementation responsibilities.

**3. LEA Program Implementation & Other Commitments**

- a. The LEA's program implementation commitments are described in Appendix A (Commitment Letter).
- b. The LEA is responsible for procuring and maintaining commercial liability insurance (coverage to include bodily injury, personal injury, property, and contractual liability) and workers compensation coverage, where applicable.
- c. The LEA is responsible for conducting criminal background checks and reference checks of all participating individuals, personnel and volunteers, where deemed necessary.

**4. Time and Location for the Delivery of STEM-related Services**

All STEM-related Services must be delivered in full by April 30, 2013.

**5. Payment**

This agreement may include certain financial obligations on the part of the LEA. Appendix A describes the specifics of the financial obligations of the Service Provider and the LEA, such as invoicing frequency, invoicing contact and address information, maximum allowable costs, and other special considerations.

Financial exchanges will occur directly between Service Provider and the LEA, consistent with, and as governed by, the Regional STEM Hub's subaward agreement with the Service Provider.

It is known that in a separate contract the STEM Hub is paying the STEM Service Provider for the cost of delivering the STEM programming referenced in Part 2 of this MOA.

**6. Indemnification Clause**

To the extent authorized by law, each party to this MOA agrees to indemnify and hold harmless the other party from all expenses, costs, harm and damages of whatever kind, which might arise directly or indirectly from any act or omission on the part of each party's officers, employees, agents or designees which are not under the control of the other party.

**7. Assignment**

This MOA may not be assigned or transferred by either party without the prior written consent of all three parties.

**8. Compliance With Laws & Regulations**

All parties agree to be in compliance with all applicable laws and regulations of the State and Federal governments, including, but not limited to the provisions for Equal Employment Opportunity and Occupational Health and Safety. Each party agrees to have obtained legal counsel review, at each party's sole discretion, of this MOA.

**9. Integration**

This MOA contains the entire MOA between the parties, and any representations that may have been made before the signing of this MOA are nonbinding, void, and of no effect. Neither party has relied on such prior representations in entering into this MOA.

**10. Inability to Provide and/or Accept the Delivery of STEM Program Services**

Notwithstanding any other provisions of this MOA, if for any reason the LEA or the STEM Service Provider cannot, in part or in whole, accept or properly deliver the agreed upon STEM program commitments as described in Paragraphs 2 and 3 of this MOA, whether by mutual agreement or otherwise, the Hub has the right to withhold funds from the STEM Service Provider until the service is delivered or to declare the STEM Service Provider's services "undeliverable" and divert funds away from the LEA and/or the STEM Service Provider in order to fund other STEM program delivery entities and/or recipients, provided the proceedings of Paragraph 1 have been fulfilled. The Hub also reserves the right to take possession of any uncommitted and unused equipment, materials, and supplies (such as computers, robotic equipment, etc.) purchased by the STEM Service Provider for the LEA's programming if the terms of Paragraph 3 have not been met by the LEA.

**11. Equipment Deposition**

All equipment and supplies purchased by, or provided to, the LEA by the Hub and/or STEM Service Provider shall be owned by the LEA after the terms of this MOA have been met in full.

This MOA is executed by the parties as of the date stated at the beginning.

\_\_\_\_\_  
Signed by (STEM Service Provider)

\_\_\_\_\_  
Signature (STEM Service Provider)      Date

\_\_\_\_\_  
Signed by (LEA)

\_\_\_\_\_  
Signature (LEA)      Date

\_\_\_\_\_  
Signed by (Hub)

\_\_\_\_\_  
Signature (Hub)      Date