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WORKSHOP SERVICE CONTRACT

INTRODUCTION: This is a performance contract for The Open Source Microfactory STEAM Camp workshop, executed by Open Source Ecology as an independent contractor.

IDENTITY OF THE PARTIES: This agreement ("Agreement") is made between _____ ("COLLABORATOR") and Open Source Ecology ("OSE").

WORKSHOP GOAL STATEMENT: To train students in collaborative design - for a transparent and inclusive economy of abundance.

IDENTITY OF INDEPENDENT CONTRACTOR: Open Source Ecology (OSE), represented by Marcin Jakubowski, Ph.D., Factor e Farm, 909 SW Willow Rd, Maysville, MO, 64469, USA. Email: info@opensourceecology.org. 501(c)3 EIN: 45-4997514 - "OSE" from hereon.

IDENTITY OF COLLABORATOR: Seattle Academy of Arts and Sciences _____ (address, email).

DATE OF WORKSHOP: 9 weekdays from June 22-July 2, 2020

SERVICES PERFORMED BY OSE: OSE agrees to provide instruction in the Open Source Microfactory STEAM Camp for the nine weekdays beginning on Monday, June 22, 2020 and ending on Thursday, July 2, 2020, running from 8:30AM to 5:00PM daily in the PST time zone in the USA. For each day of camp, OSE will provide at least one qualified instructor who will be available between 8:30AM and 5:00PM to camp participants. OSE will also provide building kits for each camp participant (maximum of 24). Time is of the essence with respect to this Agreement and every part herein, and no extension or variation of this Agreement will operate as a waiver of this provision.

MATERIALS INVENTORY: COLLABORATOR is required to receive shipment of building kits, inventory them, and keep them in a safe location. Inventory would be according to instructions provided by OSE - essentially opening up packages, and inspecting that nothing was damaged in shipping. OSE would plan on shipping so kits are received 3 weeks prior to the event, and COLLABORATOR would need to get back to OSE 2 weeks in case OSE needs to ship part replacements.

WORKSPACE AND TOOLS: Working tables are required, with a minimum space of 16 square feet per build team so that materials and tools can be laid out comfortably. Kits are self-contained so that they include small hand tools and supplies required for the build, such as allen wrenches or hacksaw. Cordless drills, vise grips, pliers, a vise, and other basic shop equipment is nice-to-have, but not necessary. A cordless drill saves about 15-30 minutes in assembly time, but is not critical to success. Welders, drill presses, or other heavy machines are not needed.

AUDIO-VISUAL AND PRESENTATION EQUIPMENT/SUPPLIES: OSE requires a minimum of 200mbps internet connection for use by OSE and workshop participants for 24 participants, possibly less if there are fewer people. A video projector or screen is also necessary. All participants must bring a laptop for design work and digital fabrication file creation.

LOCATION: The location of the workshop is _____ (building address and room name or number)

OFFICIAL REGISTRATION OPENING AND CLOSING DATE: COLLABORATOR shall open the official registration on _____ and collect revenue or 10 weeks before the event. If 24 registrations are not

achieved within 2 weeks, OSE shall publish the announcement and link to the official registration site after 2 weeks of official registration opening. OSE may offer a 2-for-1 discount to participants (2 participants for the price of 1) upon its discretion, 2 weeks or more after the registration opening date, which counts as a single registration for the purposes of payment to OSE, and which also counts as 1 to the max number of attendees (24). Registration shall end 2 weeks prior to the event - at the same time when any replacement kits would be sent to COLLABORATOR (see above at Materials Inventory section)

FEES FOR SERVICES: In consideration for the services to be performed by OSE, COLLABORATOR agrees to pay OSE \$1,250.00 per camp registration. All monetary amounts referred to herein will be paid in US Dollars.

ASSISTANTS AND INVITEES: OSE may invite assistants, videographers, instructors-in-training, or other support staff to the workshop to facilitate its mission of carrying out collaborative design training. These participants do not count as paying registrations and do not count in the max number of attendees.

REMOTE COLLABORATION: Because our focus is collaborative design, we also offer a remote participation option. This does not count in the max number of attendees, and OSE opens up this option when OSE posts the event on its website.

MAX NUMBER OF ATTENDEES: The max number is 24 paying registrations, not counting OSE staff and assistants, and counting 2-for-1 registrations as 1 attendee.

EVENT POSTING: The website address for the official registration posting can be found at https://_____

PAYMENT TERMS: Payment shall be made to OSE, Inc. OSE shall be paid 50% of revenue collected at the point of 2 weeks after registration opening, and 50% of any additional revenue 4 weeks after registration opening, or until OSE is paid \$12,000.00. The balance of the payment shall be paid by check and handed over in person or mailed to OSE on the last day of the Camp.

EXPENSES: COLLABORATOR will provide a discretionary reimbursement of up to \$1,500.00 for OSE'S related travel and lodging expenses. OSE must invoice and provide copies of receipts to COLLABORATOR. OSE shall be responsible for all other costs and expenses incident to the performance of services for COLLABORATOR, including but not limited to, all costs of equipment provided by OSE, all fees, fines, licenses, bonds or taxes required of or imposed against OSE and all other of OSE'S costs of doing business. COLLABORATOR shall be responsible for no other expenses incurred by OSE in performing services for COLLABORATOR.

COPYRIGHT: All designs, knowledge, and software generated during the STEAM Camp shall be placed under Open Source Hardware Association (OSHWA) and Open Software Initiative (OSI) - compliant licenses for the benefit of all humankind.

VIDEO: OSE reserves the right to take pictures and video during the event. Any video taken during the presentation shall be made available to the public.

LIABILITY AND TESTIMONIAL RELEASE: Participants are required to sign [OSE's Liability Release Waiver](#) and [Testimonial Release](#). There is no inherent requirement for the use of power tools or dangerous devices, so risk of bodily injury to participants is minimal.

MEDIA AND PUBLICITY: Both parties shall collaborate on publicity strategy, and will send out publicity through their respective channels.

NOTICES: Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepared with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

ATTENDANCE MINIMUM: Registration shall be closed after 24 paying registrations occur. If a minimum of 8 registrations do not occur 4 weeks prior to the event, the event shall be canceled.

ATTENDEE CANCELLATION AND REFUND POLICY: If an attendee cannot make it for any reason to the event, the attendee has the option of a 25% cancellation charge based on the \$1999 price, or the attendee can

defer participation to the future, or transfer participation to another person. OSE runs the STEAM Camp and other workshops on a monthly schedule. If an attendee is not satisfied with the workshop itself, then they may return the build kit and receive a 50% refund.

CANCELLATION: Signing this contract binds both parties to performance. If any party needs to cancel for whatever reason, outside of those specified in this contract, a \$500 penalty shall be imposed on the cancelling party. Cancellation fees must be paid within 5 business days of notice of cancellation or a \$100 per day late fee is agreed to be paid by the offending party.

CONTRACT SIGNING AND FULFILLMENT: Contract shall be negotiated by active editing herein until the parties come to an agreement, at which point this document is printed as a PDF. Only the PDF version of the contract shall be valid. Contract effective date shall be the date of signing by the second party. Electronic signature is acceptable. Contract shall be deemed fulfilled upon performance having been made by OSE, payment submitted by COLLABORATOR, and payment received by OSE. Receipt of payment shall be marked by deposition of check in the OSE bank account.

PARTIAL FULFILLMENT: If any provision in this Agreement is not performed, or is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

CONFLICT RESOLUTION: If case of unresolved conflict - any dispute, claim or grievance arising out of or relating to the interpretation or application of this agreement shall be submitted to arbitration under the Arbitration Rules of the National Arbitration Association. The parties further agree to accept the Arbitrator's award as final and binding upon them. Costs of arbitration are to be shared 50/50 between the two parties. Unresolved conflict is determined by either party submitting a notice to this effect via email to the other party. Arbitration is a well-established and widely used means to end disputes. It is one of several kinds of Alternative Dispute Resolution, which provide parties to a controversy with a choice other than litigation. Unlike litigation, arbitration takes place out of court: the two sides select an impartial third party, known as an arbitrator; agree in advance to comply with the arbitrator's award; and then participate in a hearing at which both sides can present evidence and testimony. The arbitrator's decision is usually final, and courts rarely reexamine it.

JURISDICTION: This agreement will be governed by and construed in accordance with the laws of the State of Missouri.

COLLABORATOR SIGNATURE

DATE

OSE SIGNATURE

DATE