

## **TEACH FOR ALL PARTNERSHIP AGREEMENT**

This Teach For All Partnership Agreement (“Agreement”) effective September 7, 2011, (the “Effective Date”) is made and entered by Teach For All, Inc., a corporation organized under the laws of the State of New York, located at 315 West 36<sup>th</sup> Street, 6<sup>th</sup> Floor, New York, New York 10018, USA (“Teach For All”) and TeachForAustria gemeinnützige GmbH, a corporation created under the laws of Austria, located at Am Hof 8, 1010 Wien, Austria (“the Partner”) (individually, “the Party” and together, “the Parties”).

The purpose of this agreement is to formalize the relationship between Teach For All and the Partner and to clarify the responsibilities that Teach For All and the Partner bring to their relationship. The Schedules at the end of this agreement provide additional detail about several important aspects of the Partner’s relationship with Teach For All.

Therefore, in furtherance of Teach For All and the Partner's shared commitment to expanding educational opportunity, the Parties agree as follows:

### **1. Network Membership and Responsibilities.**

**1.1. Mission.** The Parties shall cooperate in carrying out the shared objective of ensuring that the Partner successfully operates its local program (the “Program”) to further expand educational opportunity in Austria in accordance with the unifying principles set forth in Schedule A.

**1.2. The Network.** Teach For All maintains and fosters the Teach For All Global Network (the “Network”). Teach For All seeks to accelerate the impact of the partner organizations within the Network (“the Partners” or “Network Partners”) by fostering belief in this mission and alignment to the unifying principles, transferring Network knowledge, facilitating connections within the Network, and generating additional resources internationally.

**1.3. Teach For All Responsibilities.** Throughout the term of this Agreement, Teach For All will provide the Partner with the following support (the “Services”):

#### **1.3.1. Transfer of network knowledge, including:**

(i) Customized technical assistance in establishing effective methods for recruiting, selecting, training, and developing Program participants and alumni to attain the goals and objectives of the Program, in developing public and private sector support, and in developing a strong and sustainable organization;

(ii) A global data system designed to provide Network Partners and Teach For All with a tool to track and report the global impact of the Network, identify potential best practices and reflect on opportunities for growth;

#### **1.3.2. Facilitation of opportunities for the Partner's staff, teaching participants and alumni to interact with, learn from and work with the staff, teaching participants and alumni of other Network Partners in pursuit of educational excellence for all children;**

#### **1.3.3. Collaboration with the Partner to access global resources, including:**

(i) Collaboration with the Partner when feasible to develop and maintain funding relationships with multinational funders;

(ii) Upon request, assistance with identifying talent from across the Network to meet staffing needs;

(iii) Development of a high-impact network and reputation so that brand association provides the Partner with leverage in cultivating recruits and funders.

**1.4. Partner Responsibilities.** While maintaining full operational, managerial and financial independence, the Partner will:

1.4.1. **Align the Program with the “unifying principles”** as set forth in Schedule A;

1.4.2. **Commit to building an effective, financially sustainable organization** capable of developing, launching, and supporting a high-impact, high-quality Program;

1.4.3. **Maintain the structure of an independent social enterprise**, including:

(i) Identifying and retaining a dedicated local leader with the commitment and capability to lead the Partner successfully;

(ii) Developing an effective, independent local board of trustees or directors. Such board does not necessarily need to be set up as a statutory organ of the Partner in the meaning of the Austrian corporate law; it rather will be established on an informal basis out of the Partners' legal structure.

1.4.4. **Contribute back to the Network**, as feasible and reasonable, including:

(i) Sharing with Teach For All best practices, materials, tools and other resources developed by the Partner and granting Teach For All permission to use and share such practices, materials and/or tools with other Network Partners;

(ii) Participating in the global data system as set forth in Schedule C (“Global Data System”);

(iii) Directly engaging, as feasible and reasonable, with other Network Partners, including: (a) participating in and supporting Network development, including (but not funding) site visits from Teach For All or other Network Partners; (b) attending and participating in the annual Teach For All conference of Network Partner Chief Executive Officers and joining periodic Chief Executive Officer conference calls; and (c) attending other Teach For All global conferences for staff as appropriate;

(iv) Contributing to the development of global resources to benefit all Network Partners, as feasible and reasonable including: (a) making reasonable efforts to assist Teach For All in cultivating supporters and identifying staff talent for the benefit of the global organization and its Network Partners; (b) associating with the Teach For All global network in accordance with the license granted in Section 2.0 below and the Global Brand Association Guidelines set forth in Schedule D (“Global Brand Association Guidelines”); and (c) using Teach For All and the Network as the primary means for engaging internationally with non-Network organizations or individuals who are pursuing a similar program.

(v) Operating in accordance with the Teach For All Network Core Values when engaging within the Teach For All Network, as set forth in **Schedule A**; and utilizing the Operating Principles as a guide when working in the international arena.

1.4.5. **Collaborate with Teach For All in meeting the legal requirements for placement of the Partner Engagement Director (“PED”)** on-site in Vienna, Austria pursuant to the terms as set forth in Schedule B.

1.4.6. The Parties' collaboration and the overall success of the Program is highly dependent upon the qualities and capabilities of the Partner's local leader. In the event the local leader resigns or is terminated, the Partner will inform Teach For All of the plans for recruiting and selecting a new local leader and will make an effort to provide Teach For All with an opportunity to provide feedback on the qualifications, strengths and opportunities for development of any finalists for the local leader position.

## **2. Intellectual Property.**

### **2.1. License Grant – Teach For All Materials.**

2.1.1. Teach For All is the non-exclusive licensee of certain network intellectual property related to the

design, development, implementation, and maintenance of programs designed to address educational need (“Teach For All Licensed Assets”). In addition, Teach For All owns intellectual property related to the design, development, implementation and maintenance of educational programs and other topics related to the Network, including derivative works (“Teach For All Derivative Works”) created in accordance with the license granted in Section 2.2, below (“Teach For All Assets”). The Teach For All Licensed Assets and Teach For All Assets shall include those items already in existence as of the Effective Date and those items Teach For All licenses or creates during the Term.

2.1.2. **Partner rights:** Subject to the terms and conditions of this Agreement, Teach For All hereby grants to the Partner a perpetual, non-exclusive, non-transferable, royalty-free, license to use, reproduce, modify and create derivative works (“Partner Derivative Works”, defined below) from the Teach For All Licensed Assets and the Teach For All Assets that Teach For All or a Network Partner provides to the Partner during the Term (as defined in Section 6.1, below), solely for use in connection with developing the Program. The Partner will be the sole owner of any Partner Derivative Works created by the Partner from the Teach For All Licensed Assets and the Teach For All Assets, subject to Teach For All’s intellectual property rights in the underlying works. Partner Derivative Works are any works based upon one or more Teach For All Asset(s) or Teach For All Licensed Asset(s), such as a translation, video or sound recording, art reproduction, abridgment, condensation, or any other form in which a work may be recast, transformed, or adapted. The materials licensed under this Section 2.1.2 do not include Selection Assets, as defined in Section 2.3, below.

2.1.3. **Partner responsibilities:** The Partner will not sublicense, sell, or derive income or monetary gain from the distribution of Teach For All Licensed Assets, Teach For All Assets, or derivative works thereof.

## **2.2. License Grant – Partner Materials.**

2.2.1. The Partner owns intellectual property related to the design, development, implementation and maintenance of the Program and other topics related to the Network, including the Partner Derivative Works created in accordance with the license granted in Section 2.1, above (collectively “Partner Assets”).

2.2.2. The Partner hereby grants Teach For All a perpetual, irrevocable, non-exclusive, non-transferable, royalty-free license to use, reproduce, modify, redistribute and sublicense to Network Partners, and create Teach For All Derivative Works from any Partner Assets which the Partner provides to Teach For All during the Term (as defined in Section 6.1, below). Teach For All will be the sole owner of any Teach For All Derivative Works created by Teach For All from the Partner Assets subject to the Partner’s intellectual property rights in the underlying works. Teach For All shall use and disclose such materials within the Network to further the shared objectives of Teach For All and the Partner.

**2.3. Selection-Related Assets.** Information, materials, or intellectual property relating to the processes, models, algorithms, or other criteria used by Network Partners for selecting teaching participants in their respective programs (“Selection Assets”) are expressly excluded from the Teach For All Licensed Assets, the Teach For All Assets and the Partner Assets. Subject to the terms and conditions of this Agreement, Teach For All hereby grants to the Partner for the term of this Agreement a non-exclusive, non-transferable, royalty-free, license to use the Selection Assets that Teach For All or a Network Partner provides to the Partner during the Term (as defined in Section 6.1, below) internally solely for the purpose of developing the Partner’s confidential selection process for the Program.

2.3.1. Both Parties acknowledge that the Selection Assets are highly sensitive and should be handled by the receiving Party with a heightened level of care. When handling Selection Assets the Partner will: (a) distribute Selection Assets only to those employees involved in the selection of Program participants; (b) make only those copies of the Selection Assets necessary for the use described in Section 2.3, and keep records of all hard copies or electronic copies made of the Selection Assets; (c) store the Selection Assets in a locked, secure location at the Partner’s principal place of business; and (d) promptly report to Teach For All any suspected or known breach of security, unauthorized distribution, or breach of Section 3 involving the Selection Assets.

## **2.4. Trademark License.**

2.4.1. Subject to compliance with Schedule D (“Global Branding Guidelines”) Teach For All grants to the Partner a non-exclusive, non-transferable, personal license to use the Teach For All trademark,

logo and tagline as provided herein during the Term. This license does not include any right by the Partner to use, display or otherwise appropriate the logos or trademarks of other Network Partner organizations.

- 2.4.2. The Partner grants to Teach For All a non-exclusive, non-transferable, personal license to use the Partner trademark, logo, and tagline for the purposes of identifying the Partner as a Network Partner or fulfilling the Teach For All obligations set forth in this Agreement.
- 2.4.3. Teach For All will continue to build a high-quality network and reputation so that association with Teach For All will assist the Partner in building the Program brand and garnering resources. the Partner will identify itself as a Partner of the Teach For All Network in accordance with the license granted in this Section 2.4 and the global brand association requirements and guidelines set forth in Schedule D ("Global Brand Association Guidelines").
- 2.4.4. Teach For All will license the "Teach For Austria" trademark to the Partner, will maintain the "Teach For Austria" trademark for the term of this Agreement and will bear all reasonable costs in connection with the registration and maintenance of any kind of the trademark "Teach For Austria". The Parties will conclude a Trademark License Agreement based on the above, which shall constitute Schedule E of this Agreement.

**2.5. No Other Rights.** Except as expressly stated in this Agreement, neither Party shall obtain any ownership interest in, license, or other right to use any intellectual property, invention, business method, or proprietary information of the other Party, including without limitation any trademark, service mark, logo, trade name, domain name, copyright, patent, or trade secret.

### **3. Confidentiality.**

**3.1 "Confidential Information"** means any information disclosed by one Party to the other pertaining to the information, processes, and analysis of the participant selection model developed by a Network Partner organization in Section 2.3 of this agreement. Confidential Information of a Party ("Disclosing Party") will be held in confidence by the other Party ("Receiving Party") and will not be disclosed or otherwise made public without the Disclosing Party's prior written consent or as expressly provided in this Agreement. In addition to complying with the provisions of this Section 3 for the handling of Confidential Information, when handling the assets set forth in Section 2.3 the Receiving Party will: (a) distribute such assets only to those employees involved in the selection of Program participants; (b) refrain from making unnecessary copies of the assets; and (c) promptly report to Teach For All any suspected or known breach of security, unauthorized distribution, or breach of this Section 3 involving the Selection Assets.

**3.2** The Receiving Party's obligations hereunder shall not apply to such portions of the Confidential Information which:

- (a) are or become generally available to the public (other than a result of a disclosure by the Receiving Party or its Representatives in violation of this Agreement);
- (b) are or become available to the Receiving Party on a non-confidential basis from a source which entitled to disclose it;
- (c) are in the possession of the Receiving Party prior to the Effective Date and which were not acquired or obtained from the Disclosing Party; or
- (d) are developed independently by the Receiving Party.

**3.3 Return or Destruction of Confidential Information.** Following a request by the Disclosing Party, the Receiving Party shall promptly, but in no event more than ten (30) business days following such request or termination: (i) return to the Disclosing Party all copies of Confidential Information provided (or any portion thereof requested by the Disclosing Party); or (ii) destroy all or any part of the Disclosing Party's information, provided that such Confidential Information is within the possession or control of the Receiving Party.

**3.4 Equitable Relief.** In the event of any breach or threatened breach by a Party of any of the provisions of this Section 3, the affected non-breaching Party, in addition to any other remedies available to it under law, shall be entitled to seek equitable relief, including in the form of injunctions and orders for specific performance, to restrain the other Party from the performance of acts which constitute or may constitute a breach.

#### 4. Limitation of Liability and Disclaimer of Warranty.

4.1 Except for damages arising out of a breach of Section 3, in no event shall either Party be liable to the other Party for any special, consequential, punitive, incidental, or indirect damages, however caused, including, without limitation, loss of funding, goodwill, use, or other economic advantage, however they arise, whether in breach of contract, breach of warranty, or in tort, including negligence, and even if that Party has previously been advised of the possibility of such damages. Each Party's liability to the other for direct damages arising out of this agreement shall be limited to two hundred thousand dollars (\$200,000). These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

4.2 The Teach For All Licensed Assets, the Teach For All Assets and the Partner Assets are provided "as is." Warranties of any kind, whether express or implied, written or oral (including any warranties of merchantability, non-infringement, or fitness for a particular purpose) are expressly excluded to the fullest extent permitted by applicable law.

5. **Indemnification.** The Partner shall indemnify and hold harmless Teach For All and its officers, attorneys, directors and employees, from and against any claims, demands, suits, causes of action, losses, damages, judgments, costs and expenses (including reasonable attorneys' fees) arising out of the Partner's use of the Teach For All Assets, the Teach For All Licensed Assets or the Partner's implementation of the Program in violation of the respective rights and obligations as set forth under this Agreement, provided that Teach For All provides written notice of any such claims to the Partner within a reasonable amount of time after Teach For All becomes aware of the claim.

#### 6. Term and Termination.

6.1 **Term.** The Term of this Agreement begins on the Effective Date and continues for a period of seven years unless terminated sooner in accordance with this Section 6. The agreement will automatically renew for subsequent seven-year Terms unless either of the Parties provides written notice of termination more than 180 days prior to the end of any Term.

6.2 **Termination for Breach.** Either Party may, at its option, terminate this Agreement immediately upon delivery of written notice to the other Party in the event that said Party is in breach of any obligation under this Agreement and fails to cure such breach (provided such breach is capable of being cured) within sixty (60) days after written notice of such breach.

6.3 **Termination without Cause.** Either Party may, at its option, terminate this agreement without cause with one-hundred-twenty (120) days written notice to the other Party. Notice will be considered effective upon receipt by the non-terminating Party.

6.4 **Effect of Termination.** Upon the termination of this Agreement, all obligations of the Parties hereunder and all rights and licenses granted herein shall immediately terminate, except Sections 3, 4, 5, 6, and 7, which will survive and remain in effect.

6.4.1. Upon the termination of this Agreement, the Partner will: (i) remove references to Teach For All from its promotional materials within a reasonable period of time; (ii) make all reasonable efforts to return to Teach For All the original, unaltered copies of any information, materials or assets that are within the Partners' possession and provided by Teach For All; and (iii) cease making any representations to third parties that would reasonably lead such third parties to believe that the Partner is a partner in good standing of the Network or is in any way formally affiliated with Teach For All.

6.4.2. Upon Termination of this Agreement, Teach For All shall: (i) remove references to the Partner from its promotional materials within a reasonable period of time; (ii) make all reasonable efforts to return to the Partner the original, unaltered copies of any intellectual property assets that are within Teach For All's possession; (iii) cease making any representations to third parties that would reasonably lead such third parties to believe that the Partner is a partner of the Network or is in any way formally affiliated with Teach For All; (iv) cease providing the services set forth in this Agreement, including recalling the PED (Teach For All and the Partner shall make all reasonable efforts to cooperate with each other in the winding-down and transfer of any activities

and/or responsibilities of the PED to the Partner); and (v) prevent the Partner from accessing any Network resources (including the website, online portal, or participation in any Network listservs or other proprietary channels of communication available solely to Network Partners).

## **7. General Provisions.**

**7.1 501(c)(3) Status.** Teach For All and the Partner acknowledge and agree that all rights granted by Teach For All to the Partner under the terms of this Agreement shall be treated as a grant in furtherance of Teach For All's charitable and educational purposes within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code of 1986. The Partner represents: (a) upon notice from Teach For All of any conditions necessary for Teach For All's maintenance of its status as a corporation exempt from federal income tax under Section 501(c)(3), that Partner will act in a manner consistent with such conditions; and (b) that, upon Teach For All's reasonable request, Partner will execute any document, make available any information, and implement any record-keeping and accounting procedures that may reasonably be necessary to demonstrate adherence to all requirements of such tax and/or charitable status. In accordance with U.S. Treasury guidelines, the Partner represents and warrants that neither it nor any of its key employees, members of the governing board, senior management, grantees or affiliates appears or will appear on the United States Office of Foreign Asset Control's ("OFAC") master list of Specially Designated Nationals and are not otherwise subject to OFAC sanctions. Any representation granted by the Partner under this paragraph is only made to the extent consistent with the respective provisions of the Austrian jurisdiction which the Partner has to adhere to.

**7.2 Relationship of the Parties.** None of the provisions of this Agreement shall be deemed to constitute a legal partnership or joint venture between the Parties and neither of them shall have any authority to bind the other in any way in any dealings with third parties except as expressly stated in this Agreement.

**7.3 Insurance.** The Parties agree to maintain adequate liability insurance for the Program as is customary and financially reasonable in their place of incorporation.

**7.4 No Waiver.** No failure to exercise, or delay in exercising, any right or remedy under this Agreement shall constitute a waiver of that right or remedy. No waiver by either Party of any breach or non-fulfillment by the other Party of any provision of this Agreement shall be deemed to be a waiver of any subsequent or other breach of that or any other provision of this Agreement. If any provision of this Agreement is found by a court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

**7.5 Governing Law and Arbitration.** Any dispute arising under or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration. The number of arbitrators will be one. The location of the arbitration will be London, U.K. The language to be used in the proceedings will be English. The governing law will be the substantive law of the State of New York, U.S.A. Notwithstanding the foregoing, Teach For All may bring an action in a court of competent jurisdiction for claims based upon a breach of Section 2 or infringement or misappropriation of any Teach For All intellectual property (including, but not limited to, Teach For All Licensed Assets). In the event of such a claim, the Parties hereto consent to the jurisdiction of the federal or state courts in the State of New York, and the Parties shall not raise in connection therewith, and hereby irrevocably waive, any defenses based upon venue, inconvenience of forum, lack of personal jurisdiction, sufficiency of service of process or the like in any action or suit brought in the State of New York.

**7.6 Entire Agreement.** This Agreement (including all of the Schedules) is the entire agreement between the Parties and supersedes any other agreements, whether oral or written, between the Parties with respect to the subject matter hereof. No amendment, modification, or alteration of the terms or provisions of this Agreement shall be binding unless the same is in writing and duly executed by authorized representatives of the Parties. This Agreement has been written in the English language. The agreement may be translated into German for the Partner's convenience, but the English language version of this Agreement will be binding on the Parties and the English language version of this Agreement will control in the case of any conflict or disagreement between the English version and any other version.

**7.7 Assignment.** This Agreement shall inure to the benefit of and binding upon the Parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by either Party without the prior written consent of the other Party. Upon a change of control of the Partner or Teach For All, this Partnership Agreement shall remain in effect. For purposes hereof, a “change of control” means any transfer to a third party of the power to exercise voting control over or to direct the policies and activities of the Partner or Teach For All (other than through the replacement of the members of the board of directors of the Partner or Teach For All).

**7.8 Notice.** Any notice, demand, or other communication required under this Agreement shall be in writing and shall be deemed delivered to a Party (a) when delivered by hand or courier, (b) ten (10) days after mailing, in each case to the address of such Party as set forth below:

If to Teach For All:

Wendy Kopp  
Teach For All  
315 W. 36<sup>th</sup> Street, 7th Floor  
New York, New York 10018

If to the Partner:

Walter Emberger  
TeachForAustria gemeinnützige GmbH  
Am Hof 8, 1010  
Wien, Austria

**7.9 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TEACH FOR ALL, INC.

By: \_\_\_\_\_  
Name: Wendy S. Kopp  
Title: Chief Executive Officer

TeachForAustria gemeinnützige GmbH

By: \_\_\_\_\_  
Name: Walter Emberger  
Title: Chief Executive Officer

- Schedule A – Unifying Principles and Teach For All Network Core Values**
- Schedule B – Partner Engagement Director Role and Responsibilities**
- Schedule C – Global Data System**
- Schedule D – Global Brand Association Guidelines**
- Schedule E – Trademark License Agreement**

## **SCHEDULE A – UNIFYING PRINCIPLES AND TEACH FOR ALL NETWORK CORE VALUES**

Network Partners are unified by their commitment to five programmatic principles. In addition, the Partners commit to adhere to four Network core values when engaging within the Teach For All Network.

### **Programmatic Unifying Principles**

- Recruiting and selecting as many as possible of the country's most promising future leaders of all academic disciplines and career interests who demonstrate the core competencies to positively impact student achievement and become long-term leaders able to effect systemic change
- Training and developing participants so they build the skills, mindsets, and knowledge needed to maximize impact on student achievement
- Placing participants as teachers for two years in regular beginning teaching positions in areas of educational need, with clear accountability for their classrooms
- Accelerating the leadership of alumni by fostering the network between them and creating clear and compelling paths to leadership for expanding educational opportunity
- Driving measurable impact, in the short run on student achievement and long-term on the development of leaders who will help ensure educational opportunity for all

### **Teach For All Network Core Values**

#### **Transformational change**

We seek to build national movements that expand educational opportunity in ways that are life-changing for children and transforming for communities and nations. Given the magnitude of educational need and to ensure the change we effect is significant and sustainable, we act with high standards and urgency while taking a long-term view.

#### **Constant learning**

We value the strength and diversity across the network and are committed to learning from each other in pursuit of multiplying our impact. With humility, we take the initiative to understand each other's experiences and perspectives and to act strategically on the insights we gain.

#### **Mutual responsibility**

We are committed to supporting one another's welfare, development, and success. We help and challenge each other, and we seek answers that make each other stronger. To foster a strong and collaborative global community, we operate with openness, honesty, respect, trust, and generosity.

#### **Sense of possibility**

Our deep belief in the potential of children, communities, and nations – and our optimism about the possibility of ensuring educational opportunity for all – inspires us to be bold and entrepreneurial in tackling the challenges we face.



## **SCHEDULE B – PARTNER ENGAGEMENT DIRECTOR ROLES AND RESPONSIBILITIES**

### **1. Role of the Partner Engagement Director (PED):**

The role of the PED is to support social entrepreneurs in the successful development of their programs and organizations. To achieve this, the PED generally resides in the country of the social entrepreneur for a defined period of time and participates actively with the local team to deeply understand the challenges and unique country context in which the team is operating. The PED draws from his/her own experience with the model in addition to the resources and tools of the Teach For All Global Network, including the technical resources of Teach For All, to help the Partner develop its programmatic and organizational strategy and capacity.

This document is intended to serve as a framework for discussion among the PED, the CEO of the Partner, and the PED's manager in identifying the specific focus and distribution of the PED's time and energy. Throughout consideration of the PED's role, the needs of the Partner should be weighted most heavily. The three areas detailed below outline the likely duties of the PED.

- A. Assist in development of strategic plan, anticipate programmatic and organizational challenges and help the Partner monitor its progress against the strategic plan
- Provide thought partnership and resources in the formulation of the Partner's overarching strategy, helping the organization monitor its progress against this strategy, and helping problem-solve to ensure programmatic and organizational pieces are progressing according to schedule
  - Use knowledge of other Network Partners to help the Partner assess progress, benchmark itself against similar organizations, and modify approach where necessary
- B. Provide programmatic support for start-up and growth
- Provide feedback and share resources to help the Partner develop and execute effective strategies for each element of the programmatic continuum.
  - Help build organizational structure and capacity
  - Assist the Partner in defining the organizational structure and the profiles needed for various roles
  - Assist the Partner in building a budget based on an accurate projection of costs and in instituting sound financial systems
  - Assist the Partner in defining and building capacity for capturing critical data
  - Share best practices in developing sound accounting practice
  - Share best practices in developing compensation and staffing models
  - Share best practices in measuring and developing staff performance
  - Support the Partner team in sourcing staffing talent and potential board members, where useful and appropriate
  - Contribute to training of new staff members on programmatic elements such as recruitment, training, and alumni support
  - Help secure support from the public and private sector
  - Support the Partner in identifying, approaching, cultivating and securing funders
  - Use the Network's track record of successful programs and his/her own experiences as a Program alumnus to help the Partner secure key stakeholder buy-in
  - Help the Partner access funding opportunities with multi-national corporations by leveraging connections to these companies among the Teach For All Network
- C. Develop the Network. The PED will participate in a variety of information-sharing activities aimed at furthering the impact of the Partner with other Network Partners. Such activities may include:
- Contributing to Network-wide knowledge development, such as sharing innovations from the Partner so that other Network Partners may learn from them
  - Attending weekly telephone conferences with fellow PEDs to share best practices
  - Attending quarterly conferences for professional development, information sharing and training
  - Working on tools and resources that contribute to the development of the Network (for example, a newsletter or case studies)
  - Providing updates on programmatic progress to Teach For All manager and Country Support team members

## **2. Hiring of the PED**

The CEO of the Partner will have the opportunity to meet the PED nominee and share any feedback with Teach For All prior to the final assignment of the PED being made. In the event that the CEO of the Partner is of the opinion that the PED nominee is not an appropriate candidate for the position of the PED, then the Parties shall mutually agree on such other PED nominee as may be proposed by Teach For All.

## **3. Reporting and Evaluation of PED**

The PED reports to his/her manager within the Partner Engagement team. Prior to the assignment of the PED to the Partner, the PED's manager and the Partner's CEO will discuss this document and expectations of the PED's role. Once assigned, the PED will discuss this document further with the CEO and agree upon expectations of the PED's role. During the tenure of the PED, general feedback on the performance and effectiveness of the PED, as well as the PED role itself, shall be handled as follows:

- The CEO of the Partner is welcome to provide feedback on the PED's performance at any time to the PED's manager. The PED's manager will solicit feedback on the PED's performance at least twice per year from the CEO.
- At least once each year after the placement of a PED, the CEO of Teach For All and the CEO of the Partner shall review the role of the PED and mutually agree upon any changes to the PED function. Part of such evaluation shall include a determination of whether a PED should be assigned to the Partner on a full-time or part-time basis.

## **4. Financial Responsibilities for PED**

Teach For All is solely responsible for the salary and benefits of the PED and international travel related to Teach For All business. Additionally, Teach For All will also cover the costs of PED's in-country travel for the first year s/he resides in-country. Any expense which the PED incurs as a result of carrying out any programmatic or operational activity assigned to the PED by representatives for the Partner shall be authorized in writing.

## **5. Limitation on Supervisory and Legal Responsibilities**

In order to enable the PED to successfully fulfill his or her responsibilities as a Teach For All staff member, and to prevent confusion regarding the legal responsibilities of Teach For All and/or the Partner for the PED's activities, the PED shall not:

- Assume a regular staff position within the Partner or operational responsibility for a programmatic element (e.g., Director of Recruitment);
- Assume a formal supervisory role over the Partner's staff, or
- Assume any role of financial or legal accountability (e.g., approving expenses, trustee) for the Partner or its activities.

## SCHEDULE C – GLOBAL DATA SYSTEM

### Background

Teach For All's Global Data System is designed to provide Network Partners and Teach For All with a database of high-level quantitative and qualitative data from across the entire programmatic / organizational spectrums of each partner organization. The analysis of this data enables the Teach For All network to surface and explore key strategic questions and informs decision making processes.

To ensure the Network maximizes the benefits of the system and mitigates any unintended consequences, Network Partners and Teach For All approach the global data system with a spirit of:

- **Learning:** Knowing that having a set of common metrics affords everyone in the Network a unique opportunity to identify areas for improvement and promising innovations
- **Challenging ourselves:** Given that reflecting on results together has the potential to stretch the Network's understanding of what is possible and inspire even greater and quicker impact
- **Respect for unknown circumstances:** Given that Network Partners are all operating in contexts with different constraints and opportunities which are not always immediately obvious
- **Supportiveness:** Given that Teach For All and Network Partners are all climbing tremendous learning curves this means reflecting on data in an effort to improve, not to judge

### Network Norms

1. **Data submission:** Network Partners will submit data to the global data system on a regular six-month basis (depending on their specific financial and academic years). Although every attempt will be made to reach consensus on the common set of metrics, if any Network Partner finds reporting on a particular metric overly burdensome and/or counter to driving impact in their context, the leader of that organization may request to opt out of reporting on that particular metric or set of metrics.
2. **System changes:** Network Partners will provide feedback annually on the common set of metrics that make up the Global Data System. Teach For All will use this feedback in consultation with Network Partners to improve the design and execution of the system.

## SCHEDULE D – GLOBAL BRAND ASSOCIATION GUIDELINES

### General guidelines

To comply with Teach For All's global brand association guidelines, the Partner will:

- Identify itself as a Network Partner on the homepage of its website by including the Teach For All “stripe” as described below. The stripe will link to Teach For All's homepage. The Teach For All stripe is intended to recognize and promote Network participation. Within this strategic framework, the Teach For All identity requirements can be fulfilled in a number of ways, including variations in color and placement. Detailed guidelines for stripe usage can be found below.
- Where appropriate, identify itself as a partner in the Network for web and print media marketing by using the stripe and include a brief outline of the goals of the Network.


In addition, the Partner will consider using the Teach For All mark, logo, and tagline in other international contexts where such inclusion may benefit Teach For All or Network Partners. Potential examples of such usage include:

- Incorporating the Teach For All mark, logo and tagline in international marketing materials or announcements regarding international funding.
- For other media (including outdoor billboards, posters, blogs, radio, television, cellular phones), incorporating the Teach For All mark, logo and tagline if the media will extend reach and impact of the Network to international audiences.

Teach For All is the sole owner of the Teach For All Logo and all goodwill associated therewith. The Partner's use of the Teach For All Logo inures solely to the benefit of Teach For All. The Partner shall not knowingly and intentionally do anything that might harm the reputation or goodwill of the Teach For All Logo. The Partner shall not challenge Teach For All's rights in or attempt to register the Teach For All Logo. The Partner shall take no action inconsistent with Teach For All's rights in the Teach For All Logo. Teach For All shall have the right to control any such litigation. The Partner shall not commence any action regarding the Teach For All Logo. Teach For All shall reimburse the Partner for the reasonable costs associated with providing such assistance, except to the extent that any such costs result from a breach of the License by the Partner.

### Detail: Guidelines for using the Teach For All “stripe”

Organizations identify themselves as a Partner of the Teach For All Network by featuring the “stripe,” which includes the Teach For All logo and tagline:



A Partner in the Global Education Network Teach For All

When used on Partner materials, the stripe is adaptable to local language and color palettes. The tagline, “A Partner in the Global Education Network” can be translated into any language, and the color of the stripe can be changed to match local needs. For example:



Gloabalne Haridus Võrgustik Teach For All

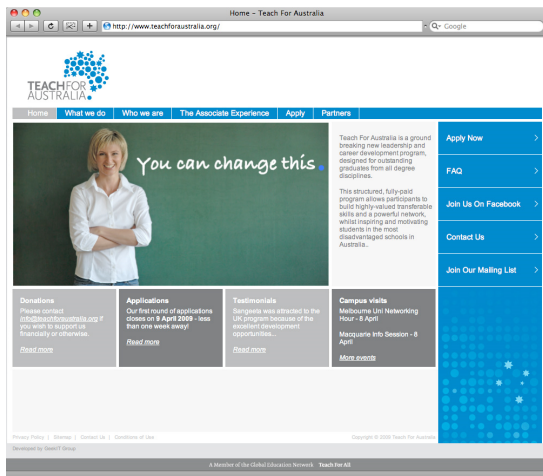


Mitglied des Globalen Netzwerks für Bildung Teach For All

Examples of stripe usage on Network Partner websites:



Teach For All will supply additional guidelines for print materials, other online requirements, and alternative media, adaptable to local situations.



Example of stripe on Teach For Australia website

