

TEACH FOR ALL
LOCAL SOCIAL ENTERPRISE PARTNERSHIP AGREEMENT

This TEACH FOR ALL PARTNERSHIP AGREEMENT ("**Agreement**"), effective as of September 1, 2009, is made and entered by and between Teach For All, Inc., a corporation organized and existing under the laws of the State of New York, located at 315 West 36th Street, 6th Floor, New York, New York 10018 ("**Teach For All**") and _____, a nongovernmental organization created and existing under the laws of _____, located at _____ ("**_____**")(hereinafter "**the Parties**").

BACKGROUND

As part of building a global support network which can help social enterprises save time by climbing learning curves quickly, accessing additional resources, and efficiently collaborating with one another, Teach For All and _____ enter into this Agreement to formalize the collaboration between them to strengthen the local movement to further expand educational opportunity in _____ (the "**Program**") and enable _____ to contribute to global impact under the terms and conditions set forth below. Both Parties agree that at the current level of Program development, _____ is a Partner level participant in the Teach For All Global Network (the "**Network**"), a network of affiliated programs ("**Network Participants**") around the globe committed to increasing the capability and impact of participating organizations in expanding educational opportunity in their respective nations. _____ seeks to become a part of the Network out of a desire to implement the highest impact Program possible while also contributing its knowledge to global impact. Accordingly, the Parties agree as follows:

ARTICLE I
COMMITMENTS

A. Global Network. The Parties shall cooperate at all times in carrying out the shared objective of developing, launching and successfully operating the Program as set forth below in good faith and in accordance with certain basic precepts ("Unifying Principles") enclosed as **Schedule A**.

B. Teach For All Responsibilities. Teach For All shall provide _____ with the following resources and supports (hereinafter "Services"):

i. Technical Assistance. Teach For All will facilitate knowledge sharing and thought partnership with _____ through on-the-ground support and central services, which will include the following:

a. A Teach For All employee assigned to _____ as a dedicated country relations manager ("CRM") who will function as a liaison between Teach For All and _____ as set forth in **Schedule A1**; *provided* that placement of the CRM is contingent upon Teach For All successfully raising the necessary funding to support the CRM for two years;

b. Customized technical assistance to help _____ establish effective methods for recruiting, selecting, training, and developing Program participants and alumni to attain the goals and objectives of the Program; and

c. A global data system which will identify best practices and opportunities for further development within _____ and across the Network.

ii. Global Resources. Teach For All will assist _____'s own efforts to secure resources such as funding and talent by leveraging relationships across the Network. Teach For All will:

a. Collaborate with _____, whenever applicable and feasible, in developing and maintaining funding relationships with multinational corporations as set forth in **Schedule C**;

b. Provide access to other Network Participants for learning/insights, moral support and assistance in garnering support of the Program from key constituencies (e.g., potential participants, government, education sector, and private sector);

iii. Synergies. Teach For All will facilitate opportunities for _____ staff, participants and alumni to interact with, learn from and work with the staff, participants and alumni of other Network participants in pursuit of educational excellence for all children; and,

iv. Global Brand. Teach For All will build the Teach For All global brand such that association with the Teach For All brand will assist _____ and other Network Participants to building the local Program brand and garnering resources by developing a network of high-impact participants recognizable symbol of high quality and positive impact for children worldwide.

C. _____ Responsibilities. While maintaining its operational, managerial and financial autonomy, _____ will cooperate with Teach For All in ensuring the attainment of their shared objectives as follows:

i. Program Alignment. _____ will align the Program with the Unifying Principles across the programmatic continuum from initial design and implementation through ongoing performance and programmatic refinements/improvements; *provided* that achieving and maintaining alignment will not impede _____ from evolving its Program to respond to local needs in ways that are not in conflict with the Unifying Principles.

ii. Organizational Development. _____ commits to developing an effective organization capable of developing, launching, and supporting a high-impact, high-quality Program. _____ will

a. Identify and retain a dedicated, full-time local leader as may be agreed upon by the Parties with the commitment and capability to

- lead _____ successfully;
 - b. Develop an effective local board of trustees/directors capable of providing the guidance and resources necessary for _____ to successfully implement the Program; and,
 - c. Develop a diversified funding base for financial sustainability.
- iii. Network Participation. _____ will participate, as feasible and reasonable, in developing the Network to maximize its own impact and to contribute to global impact. _____ will
- a. Participate in and support Network development, including facilitating site visits from Teach For All or other Network participants (which shall be funded by either Teach For All or the relevant Network Participant) and attending such Teach For All global conferences (as may be financially feasible);
 - i. At a minimum, the CEO of _____ is expected to participate in an annual CEO conference of Network Participants and join regular CEO conference calls.
 - b. Use the Teach For All global brand in accordance with the guidelines set forth in **Schedule B**;
 - c. Make such reasonable efforts to assist Teach For All in the cultivation of supporters for the benefit of the global organization and its participants as set forth in **Schedule C**;
 - d. Share with Teach For All best practices, materials, tools and other resources developed by _____ in implementing the Program and granting Teach For All permission to use and share such practices, materials and/or tools with other Network participants;
 - e. Collaborate with Teach For All in securing the necessary legal approvals to permit the placement of the CRM to work on-site in

_____ ; and

f. Engage in the global data system as set forth in **Schedule D**.

D. Commitment of Local Leader. Both _____ and Teach For All acknowledge that to a significant degree the success of their collaboration, and the overall success of the Program, is dependent upon the qualities and capabilities of the local leadership of _____. In the event of any change in leadership, _____ will promptly inform Teach For All of such change, plans for recruiting and selecting a new local leader, and 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. In the event that the representatives of Teach For All are of the opinion that the local leader nominee is not an appropriate candidate, then the Parties shall mutually agree on such other local leader as may be proposed by _____.

E. Network Membership. It is the intention of both Parties that _____'s progress in developing and implementing the Program will enable _____ to meet the criteria for Network membership as set forth in **Schedule A** (hereinafter a "**Member**"). When the Parties mutually agree that membership in the Network is a viable option, _____ will apply for membership to the Network. If such application is approved by Teach For All (which approval shall not be unreasonably withheld), _____ will be considered a Member with all of the rights and responsibilities of a Member as set forth in **Schedule A**.

ARTICLE II INTELLECTUAL PROPERTY COMMITMENTS

A. As it is the purpose of the Network to accelerate the impact of Network Participants by facilitating knowledge sharing and transfer, _____

hereby grants to Teach For All the license and rights set forth in **Schedule B** hereto for the term of up to ten (10) years in accordance with the terms and conditions of this Agreement. This license will renew automatically subject to the terms and conditions set forth in **Schedule B** and shall terminate automatically upon termination of this Agreement for any reason.

B. In consideration of the one-time payment of US \$100 (one hundred United States dollars) by _____ to Teach For All (re_____pt of which is acknowledged), Teach For All grants to _____ the license and rights set forth in **Schedule B** hereto, for the term of up to ten (10) years in accordance with the terms and conditions of this Agreement. This license, or sublicense as appropriate, will renew automatically subject to the terms and conditions set forth in **Schedule B** and shall terminate automatically upon termination of this Agreement for any reason. In the event Teach For All ceases to have the right to license or sublicense (as applicable) the intellectual property assets or any part thereof as set forth in **Schedule B**, the license or sublicense (as applicable) to such intellectual property assets shall terminate immediately.

ARTICLE III GENERAL PROVISIONS

- A. Term. This Agreement shall remain in effect unless terminated or cancelled as set forth in sections III.B or III.C below.
- B. Termination. 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 remedy such breach (provided such breach is capable of being cured) within sixty (60) days after written notice of such breach.

C. Special Termination. In the event that Teach For All is no longer authorized to sublicense any assets from any third party, Teach For All and _____ may terminate this Agreement and execute an amended Agreement that will reflect the termination of all rights and privileges which derived from the terminated license from such third party.

D. 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 that this Article III, Section D-F; and **Schedule E** shall remain in effect.

E. Upon the termination of this Agreement, _____ shall:

- i. Remove references to Teach For All that may exist on its website and in advertisements and other promotional materials within a period, as may be mutually agreed to between the Parties, and with such reasonable considerations as may be required;
- ii. Make all reasonable efforts to return to Teach For All the original, unaltered copies of any intellectual property assets of Teach For All or other Network Participants that had previously been disclosed by Teach For All to _____ that are in the possession of _____; and,
- iii. Cease and desist from making any representations to third parties that would reasonably lead such third parties to believe that _____ is a member in good standing of the Network or is in any way formally affiliated with Teach For All.

F. Upon Termination of this Agreement, Teach For All shall:

- i. Remove references to _____ that may exist on its website and in advertisements and other promotional materials within a period, as may be mutually agreed to between the Parties, with such reasonable considerations as may be required;
- ii. Make all reasonable efforts to return to _____ the original, unaltered

copies of any intellectual property assets of _____ that had previously been disclosed by _____ to Teach For All that are in the possession of Teach For All;

- iii. Cease and desist from making any representations to third parties that would reasonably lead such third parties to believe that _____ is a member 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 the recall of the CRM from _____. Teach For All and _____ shall make all reasonable efforts to cooperate with each other in the winding-down and transfer of any activities and/or responsibilities of the CRM to _____ or its designee; and,
- v. Prevent _____ continued access to Network resources via its website, participation in any Network listservs or other proprietary channels of communication available solely to Network Participants.

G. In addition to the above, the Parties agree to the terms and conditions set forth in **Schedule E.**

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

By: _____

Name: _____

Title: Chief Executive Officer

SCHEDULE A

TEACH FOR ALL GLOBAL NETWORK MODEL OVERVIEW

This document describes the process by which local social enterprises progress through different stages of collaboration with Teach For All toward becoming Members of the Network. Teach For All fosters and facilitates the development and maintenance of the Network.

1. Objectives of Membership Process. The objective of the membership process is to align Teach For All and Network Participants with the chronology, expectations and resources available as a local social enterprise becomes a Partner in the Network and then progresses to the stage of becoming a Member. The purpose of this process is to enable Teach For All to maximize the investment of its resources and accelerate the impact that Network Participants are able to make in addressing educational inequity.

2. Chronology. Once a local social enterprise leader signs the Agreement, the entity formally becomes a Partner (“**Partner**”) and begins the process for attaining membership in the Network in accordance with the stages outlined below.
 - i. Partner Stage. The objective of the Parties at this stage is to assist _____ with building a strong Program, which is a pre-requisite to becoming a Member of the Network. The responsibilities of Teach For All and _____ at the Partner stage are set forth in this Agreement.

 - ii. Member Stage. _____ will become a Member of the Teach For All Network once the following criteria are met:
 - a. Organizational and programmatic progress demonstrates alignment with Unifying Principles;
 - b. Funding base and financial systems sufficient to sustain Program as demonstrated by funding goals being met or on track to being met;

- c. Audited financials for the most recent year of operation indicating that the organization is on solid financial footing; and
- d. Successful placement of second year cohort of teachers in areas of educational need while retaining placements of first cohort.

3. Membership Process. Once the Membership criteria are met, the CEO of _____ officially communicates in a letter addressed to the Chair of the Board of Teach For All that _____ would like to be considered for membership and setting forth briefly how _____ has met the membership eligibility criteria.

i. Teach For All Responsibilities to _____ as a Member.

- a. Continue to provide Services as set forth in section I.B of this Agreement.

ii. _____’s Responsibilities to the Network as a Member.

- a. Continue to meet Program responsibilities as set forth in section I.C of the Agreement.

UNIFYING PRINCIPLES

Network Participants are unified by their commitment to five programmatic 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

SCHEDULE A1
COUNTRY RELATIONS MANAGER ROLE AND RESPONSIBILITIES

1. Role of the CRM:

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

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

A. Assist in development of strategic plan, anticipate programmatic and organizational challenges and help _____ monitor its progress against the strategic plan

- Provide thought partnership and resources in the formulation of _____'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 Participants to help _____ 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 _____ develop and execute effective strategies for each element of the programmatic continuum.

C. Help build organizational structure and capacity

- Assist _____ in defining the organizational structure and the profiles needed for various roles
- Assist _____ in building a budget based on an accurate projection of costs and in instituting sound financial systems
- Assist _____ 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 _____ 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

D. Help secure support from the public and private sector

- Support _____ 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 _____ secure key

stakeholder buy-in

- Help _____ access funding opportunities with multi-national corporations by leveraging connections to these companies among the Teach For All Network

E. Develop the Network

The CRM will participate in a variety of information-sharing activities aimed at furthering the impact of _____ with other Network Participants. Such activities may include:

- Contributing to Network-wide knowledge development, such as sharing innovations from _____ so that Network Participants may learn from them
- Attending weekly telephone conferences with fellow CRMs 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 CRM

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

3. Reporting and Evaluation of CRM

The CRM reports to his/her manager within the Country Relations team. Prior to the

assignment of the CRM to _____, the CRM's manager and _____'s CEO will discuss this document and expectations of the CRM's role. Once assigned, the CRM will discuss this document further with the CEO and agree upon expectations of the CRM's role. During the tenure of the CRM, general feedback on the performance and effectiveness of the CRM, as well as the CRM role itself, shall be handled as follows:

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

4. Financial Responsibilities for CRM

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

5. Limitation on Supervisory and Legal Responsibilities

To prevent confusion regarding the legal responsibilities of Teach For All and/or _____ for the CRM's activities, the CRM shall not:

- Assume a regular staff position within _____ or operational responsibility for a programmatic element (e.g., Director of Recruitment);

- Assume a formal supervisory role over _____ staff, or
- Assume any role of financial or legal accountability (e.g., approving expenses, trustee) for _____ or its activities.

SCHEDULE B
TERMS AND CONDITIONS OF THE
COPYRIGHT AND INTELLECTUAL PROPERTY LICENSE/SUBLICENSE

I. TEACH FOR ALL/ _____ ASSETS

A. Teach For All is the non-exclusive licensee of certain intellectual property and know-how owned by Network Participants related to successful implementation of the Program (“**Teach For All Licensed Assets**”). In addition, Teach For All itself creates such intellectual property and know-how from the collected resources of Network Participants (“**Teach For All Assets**”). The Teach For All Licensed Assets and Teach For All Assets shall include those items already in existence, a sample of which are listed below in **Schedule B1**, and those that may be created by Teach For All or other Network Participants in the future.

B. Teach For All thereby grants to _____ a non-exclusive, non-transferable, fully paid up license to use, modify and create derivative works from the Teach For All Licensed Assets and the Teach For All Assets that are provided to _____ pursuant to this Agreement for use solely in connection with developing the Program in _____. _____ will be the sole owner of such derivative works and any other intellectual property that _____ independently acquires or develops (collectively “**_____ Assets**”). The sole exception to _____ ownership of derivative works shall be derivative works created from Network Participant selection model materials as set forth below. To avoid doubt, the term derivative work means an original work which is based substantially upon one or more pre-existing works and includes adaptations, modifications, revisions, annotation, translation or abridgment.

C. _____ grants to Teach For All a non-exclusive, non-transferable, royalty-free right and license to use, modify, and create derivative works from any _____ Assets which _____ agrees to share with Teach For

All. Teach For All will be the sole owner of any such derivative works and shall use and disclose such materials within the Network to further the shared objectives of Teach For All and _____. To avoid doubt, such derivative works will form part of the Teach For All Assets and be licensable by Teach For All under paragraphs B and C of this license agreement.

D. Both Parties acknowledge that certain assets are of a confidential nature, the inadvertent or unauthorized disclosure of which could cause irreparable harm to the disclosing organization. Specifically, intellectual property assets that involve the selection model, criteria, process, etc. utilized by a Network Participant in selecting Program participants should be handled by the re_____ving Party with a heightened level of care regarding their sensitive nature. Selection-related assets will only be provided to either Party under a separate agreement (**“Non-Disclosure Agreement”**) enclosed in **Schedule B2**. The use, distribution and disclosure of such assets will be governed by the terms and conditions of the Non-Disclosure Agreement agreed to and signed by the relevant parties. Neither _____ nor Teach For All shall disclose selection-related materials to any other individual or organization without requiring the recipient to sign a non-disclosure agreement with the same terms as the Non-Disclosure Agreement in effect between the Parties.

II. TEACH FOR ALL NETWORK GLOBAL BRAND

A. _____ agrees and acknowledges that there is long-term value in its participation in the Network and that such participation is enhanced by communicating the branding of this international network of local educational organizations.

B. _____ hereby agrees to identify itself as a Network Participant on the homepage of its website by including both the Teach For All logos and the appropriate tagline. At the partner stage, _____ agrees to use the tagline “A Partner with the Global Education Network Teach For All.” At such time as _____ becomes a Member of the Network, _____ will use the tagline “A Member of the Global Education Network Teach For All.”

- C. As outlined in the Summary of Global Branding attachment, enclosed as **Schedule B3**, the Teach For All Logo may be included in a number of ways (within the browser or within the home page in a color appropriate for _____) and may include translation of the tagline into Spanish or other locally appropriate languages.
- D. _____'s website should include an outline of the goals of Teach For All and a description of _____'s participation in the Network. Teach For All will supply branding and organizational identity materials which will contain specific guidelines and appropriate logo materials. Where _____ chooses to include reference to the Network or Teach For All, all usage will follow the specific guidelines and appropriate logo materials in the branding and organizational identity materials provided by Teach For All.
- E. The Teach For All Logo and tagline should be included in an appropriate manner in marketing materials dealing with international support or funding or partnership, or where distribution is beyond local usage. Where _____ chooses to include reference to the Network or Teach For All, usage will follow the specific guidelines and appropriate logo materials in the branding and organizational identity materials provided by Teach For All.
- F. In other media (outdoor billboards, posters, blogs, radio, television, cellular phones), _____ will endeavor to include Teach For All branding only if appropriate, and as a means to extend the reach and impact of the Network to international audiences. Where _____ chooses to include reference to the Network or Teach For All in such media, all usage will follow the specific guidelines and appropriate logo materials in the branding and organizational identity materials provided by Teach For All.

**SCHEDULE B1
TEACH FOR ALL ASSETS**

Category	Teach For All Assets (Title)	Description
Alumni Engagement	TF and TFA Alumni Overview Profiles of Alumni	These documents are used to develop the goals and basic approach alumni engagement strategies.
Development	TFAI Development Guidance Overview TFA Funding Map Template TFAI Outline Pitch Worksheet Foundation Funding Overview TFA Sample Funding Proposals TFA Guidelines to Researching Funders Development presentations from Network organizations Development School District MOU	These documents give an overview of Teach For America and Teach First development history and strategy. They support development of funding proposals and presentations.
Finance	TFAI Budget Planning Tool Budget Review Process Institute Budget Planning Tool Guidelines of Cash-Flow Statements Sample Funder Budgets	These documents are to develop a preliminary budget and help institute sound finance practices.
Human Assets	Policies and Procedures Sample job descriptions Roles and Responsibilities TFA IV Guides TFAI Guidelines and Tips on Core Values	These documents are to develop the job descriptions and organization chart and to think through compensation structure as well as a system to evaluate staff performance.
Marketing	Conducting an Online Survey Insights Marketing Overview TFA Digital Marketing Overview TFAI Focus Group Questions TFA Sample Marketing Materials	These documents are used to create and execute a market research plan.
Media Engagement	TFA Guidelines and Tips on Media Engagement	This document illustrates lessons learned about engaging with the media.
On-going support	TFAI Ongoing Support Overview Teaching as Leadership Rubric	These documents showcase best practices and are utilized to develop a support framework throughout the two years.
Performance Management	TFA Measuring Student Impact Performance Management Overview Sample Surveys TFA 2010 Plan Measures of Success	These documents explain performance indicators used to measure organizational strength as well as teacher efficacy in the classroom.
Placement Process	Criteria and Guiding Questions for Selecting Placement Schools Expanding to New Sites	These provide an overview of Teach For America's and Teach First's placement process from entering a new site to selecting the individual schools.
Recruitment Strategy	TFA Strategic Thinking Exercise TFA General Recruitment Process Planning and Executing a Recruitment Campaign TFAI University Performance Dashboard Recruitment Case Studies Recruitment Insights Study Findings Recruitment Marking Key Understandings Recruitment Performance Dashboard Recruitment Prospect Meeting Flow	These documents describe Teach First and Teach For America recruitment.

<p>Selection Process</p>	<p>TFA Selection Overview Phone Interview Overview Selection Criteria TFAll Tips on Application Analysis and Strategy Refinement Legal Requirements Policies Procedures</p>	<p>These documents demonstrate the lessons learned with respect to selection and enable development of unique selection processes and criteria. They also enable analysis of application data and course correction for recruitment and selection.</p>
<p>Teacher Training</p>	<p>TFA Curriculum Sample Summer Calendar TFAll Backwards Planning Tool TF Sample Tender</p>	<p>These tools help to create a training framework and the process for working with university and other training partners.</p>
<p>Website Development</p>	<p>TFAll Things to Consider in a Website Website Process Site Map</p>	<p>These tools enable development and refinement of website overview.</p>

SCHEDULE B2
SELECTION ASSETS NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT ("**NDA**") dated as of _____, between Teach For All ("**Teach For All**") and _____ (each individually a "**Party**" and collectively the "**Parties**"). Each of Teach For All and _____ has consented to make information available to the other Party on a confidential basis. The Parties agree as follows:

1. Confidential Information. For purposes of this Agreement, "confidential" materials include any materials regarding the selection model employed by _____ or any other Network Participant.

2. Non-Disclosure. Each Party agrees to keep confidential and not to disclose (or allow any of its employees or agents to disclose) or use any of the other Party's Confidential Information except as expressly permitted under this NDA. The Receiving Party shall not use the Confidential Information of the Disclosing Party for any purpose other than the purpose for which the Parties are exchanging such Confidential Information and shall not exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the Disclosing Party. Each party further agrees to disclose Confidential Information only to those employees or agents who have a need to know such information and who are bound by non-disclosure obligations consistent with the terms of this NDA.

3. Protection of Confidential Information. The Receiving Party shall protect the Confidential Information of the Disclosing Party by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized use, disclosure, dissemination, publication of, or access to the Disclosing Party's Confidential Information, as it uses to protect its own Confidential Information.

4. Derivative Work. The Receiving Party hereby acknowledges that it creates or develops work products of any sort and in any medium which incorporates or is derived from (utilizing the know how, language, concepts or other intellectual property contained within) Confidential Information at its own risk and that in the event of a termination of this NDA, the Disclosing Party may require the Receiving Party to return or destroy such derivative works as set forth in section 8 hereof.

5. Property Rights in Confidential Information. Confidential Information of the Disclosing Party will remain the property of the Disclosing Party notwithstanding disclosure hereunder. Disclosure of Confidential Information hereunder shall not be deemed to constitute a grant, by implication or otherwise of a right or license to the Receiving Party of the Confidential Information of the Disclosing Party for any purpose other than the purpose for which the Parties are exchanging such Confidential Information.

6. Notice of Breach. In the event the Re_____ving Party or any of its affiliates become aware of any breach or threatened breach by it, its employees, agents or affiliates of any of the provisions of sections 2 and 3 hereof, the Re_____ving Party shall promptly notify the Disclosing Party of such breach or threatened breach, and shall fully cooperate, at its own expense, with the Disclosing Party, as reasonably requested by the Disclosing Party, to remedy such breach or prevent such threatened breach and to prevent any further breach or threatened breach.

7. Compliance with Laws. If a Party becomes legally compelled to disclose any of the Confidential Information re_____ved from the other Party, the compelled Party shall use reasonable efforts to provide such other Party with prompt notice of such requirement or advice prior to disclosure so that such other Party may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, the compelled Party agrees to furnish only that portion of the Confidential Information that it is legally required to so furnish and, at the request and

expense of such other Party, to use reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

8. Return or Destruction of Confidential Information. Following a request by the Disclosing Party, the termination of the Agreement, or the termination of this NDA, the Receiving Party shall promptly, but in no event more than ten (10) business days following such request or applicable 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 that is within the possession or control of Receiving Party and shall, upon request by the Disclosing Party, provide certification of such destruction; or
 - iii. The Disclosing and Receiving Parties reach an alternative agreement to provide for the ongoing use of the Confidential Information by the Receiving Party.

The Disclosing Party may, in its sole discretion, determine which of the above options to invoke and will so notify the Receiving Party in its request.

9. Equitable Relief. In the event of any breach or threatened breach by a Party of any of the provisions of this NDA, 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 of this NDA.
10. Third-Party Beneficiary Rights. Both parties acknowledge that the licensor/owner of any Selection-related Asset is a third-party beneficiary of this Agreement and has the same rights of enforcement hereunder as a Party.

11. Termination. This NDA may be terminated at any time by either Party upon thirty (30) days written notice to the other Party. The obligations of the Parties under sections 2-10 hereof shall continue indefinitely.
12. Assignment. This NDA and the rights, duties and obligations of the Parties under this NDA are not transferable or assignable by either Party without the express prior written consent of the other Party. Any attempt to transfer or assign this NDA or any of the rights, duties or obligations under this NDA without such consent is void.
13. Modification. This NDA can only be modified by a written agreement duly signed by both Parties.
14. Severability. If any term, provision, covenant of this NDA shall be held to be invalid or unenforceable for any reason (a) the remaining provisions shall continue to be valid and enforceable and (b) each Party can direct that such court interpret and apply the remainder of this NDA in the manner that it determines most closely effectuates the Parties' intent in entering into this NDA, and in doing so particularly take into account the relative importance of the term, provision, covenant or restriction being held invalid, void or unenforceable.
15. Notices. Any notice, demand or other communication required or permitted to be given under this NDA 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, to:
 Monique Ayotte-Hoeltzel
 Teach For All
 315 W. 36th Street, 5th Floor
 New York, New York 10018

If to _____, to:

16. Waiver. A waiver of a breach or default under this NDA shall not be a waiver of any other or subsequent breach or default. The failure or delay in enforcing compliance with any term of condition of this NDA shall not constitute a waiver of such term or condition unless such term of condition is expressly waived in writing.

17. Interpretation and Construction. The validity and construction of this NDA shall be governed by the laws of the State of New York without regard to any conflict of laws and principles thereof. This NDA states the entire agreement and understanding of the parties on the subject matter of this NDA and supersedes all previous agreements, arrangements, communications, and understandings relating to that subject matter. This NDA may be executed in counterparts.

TEACH FOR ALL

By _____

By _____

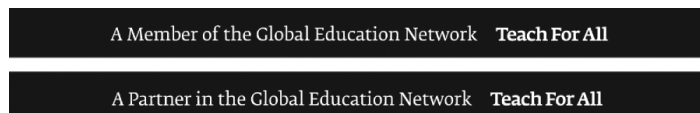
Name: Monique Ayotte-Hoeltzel
Title: Vice President, Country Support

Name: _____
Title: Chief Executive Officer

SCHEDULE B3

TEACH FOR ALL: NETWORK GLOBAL BRAND GUIDELINES

Organizations identify themselves as a Partner or Member of the Teach For All Network by featuring the Teach For All logo — the stripe:



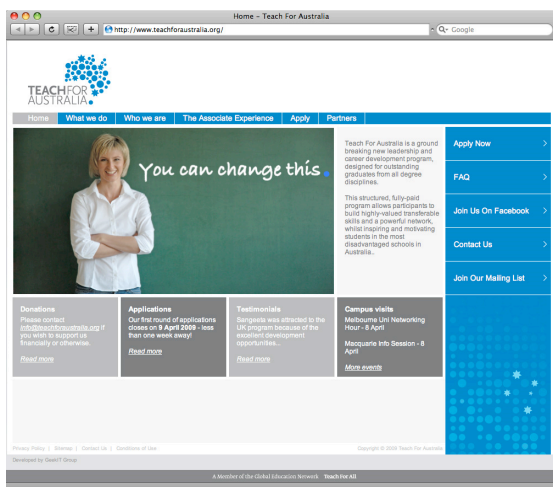
When used on Partner or Member materials, the logo is adaptable to local language and color palettes. The tagline, “A Partner in the Global Education Network” or “A Member of the Global Education Network”, can be translated into any language, and the color of the stripe can be changed to match local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



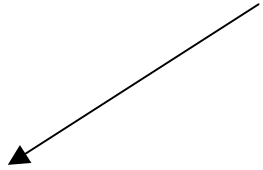
Partners and Members will identify themselves as Network Participants on the homepage of their websites by including the Teach For All logo and tagline, linking to an appropriate website page featuring Teach For All objectives and description of network participation. Attached to the bottom of the browser window or placed in the site, 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.



Additional guidance for print materials, other online requirements, and alternative media, adaptable to local situations, will be supplied as standard organizational identity guidelines.



Example of stripe on Teach For Australia website



SCHEDULE C

THE TEACH FOR ALL NETWORK NORMS FOR MAXIMIZING FUNDING OPPORTUNITIES AMONG NETWORK PARTICIPANTS

Background

The Teach For All Network is comprised of several independent local organizations that are working to expand educational opportunity in their national contexts and a global organization, Teach For All, that works to accelerate the impact of the local organizations.

It is critical for each Network Participant to develop a robust and sustainable funding base in ways that further the mission of the organization in their local context. This is a shared challenge among all Network Participants, and a challenge that Teach For All, the global enterprise, seeks to support Network Participants in addressing, both through training in this area (when helpful) and also by facilitating introductions to global funding organizations that local organizations might have more difficulty accessing.

At the same time Teach For All must also raise its own operating costs, which will incrementally increase each year as the Teach For All Network expands to include more local organizations. The following norms are proposed as ways of operating to leverage these opportunities for maximum benefit to all Network Participants.

Network Norms

1. We will make sure donors with global potential and capacity have the full picture of ways they can support the work of the Network – both globally and in local contexts – and will let their priorities determine the focus of their giving.
2. In addition to prioritizing a funder's interest and needs, when cultivating a funder as a potential partner of more than one Network Participant we will commit ourselves to:
 - a. Bolstering the efforts of the Network Participant that brought the funder to the Network; and

- b. Maximizing the funding relationship so it can have the biggest impact on our shared mission of expanding educational opportunity.
- 3. Before raising funds for Teach For All's operations in a country, we will communicate with the local Network Participant what we are seeking to raise, for what purpose and from whom. When approaching multinational funders who have previously supported Teach For All or another Network Participant, Network Participants will do the same.
- 4. While each Network Participant will have its own relationship with a funder, when that funder is supporting more than one Network Participant we will coordinate with one another to carefully steward multinational supporters so that their commitment to all Network Participants and the Network is strengthened.

SCHEDULE D

GLOBAL DATA SYSTEM

Background

Teach For All's global data system is designed to provide Network Participants and Teach For All a tool to report our impact as an international network, identify potential areas of best practice and reflect on opportunities for growth.

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

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

Network Norms

1. **Data submission:** Network Participants will submit data to the global data system on an on-going basis. Although every attempt will be made to reach consensus on collective impact goals and common metrics, if any Network Participant 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 Participants will provide feedback annually on the collective impact goals and common metrics that make up the global data

system. Teach For All will use this feedback in consultation with Network Participants to improve the design and execution of the system.

SCHEDULE E
GENERAL TERMS AND CONDITIONS

- A. _____ represents that it has the right and is authorized to enter into and perform under this Agreement, and that the consummation of this Agreement will not constitute a breach or be in conflict with any prior agreement between _____ and any other person.
- B. _____ 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) to the extent arising out of _____'s use of the Teach For All Assets, the Teach For All Licensed Assets, _____'s implementation of the Program in _____, or Teach For All's performance under this Agreement, *provided* that Teach For All shall provide written notice of such claims to _____.
- C. IN NO EVENT SHALL TEACH FOR ALL OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO _____ FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, ARISING FROM THIS AGREEMENT.
- D. THE LICENSES AND/OR SUBLICENSES GRANTED TO _____ HEREUNDER ARE "AS IS", AND TEACH FOR ALL MAKES NO REPRESENTATION OR WARRANTY THAT THE LICENSED ASSETS ARE VALID IN _____ OR DO NOT OR WILL NOT INFRINGE, DILUTE, MISAPPROPRIATE OR OTHERWISE DAMAGE, INJURE OR INTERFERE WITH ANY INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER PROPRIETARY RIGHTS OF THIRD PARTIES.
- E. _____ agrees to maintain adequate liability insurance for the Program as is

customary and financially reasonable for _____.

F. Teach For All and _____ intend and agree that all rights granted by Teach For All to _____ 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.

_____ agrees and represents (a) that it shall not take any action or fail to take any action which would impair Teach For All's status as a corporation exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, (b) that at all times it will act in a manner consistent with all conditions for eligibility for such status and (c) that it 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,

_____ represents that neither it nor any of its key employees, members of the governing board, senior management, grantees or affiliates appears 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.

G. None of the provisions of this Agreement shall be deemed to constitute a 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.

G. 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, whether or not the same shall have been registered or be the subject of an application for registration.

- H. 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. No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy. 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.
- I. 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 alternation 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.
- J. 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 _____ or Teach For All, this Partnership Agreement shall remain in effect unless Teach For All chooses to terminate. 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 _____ or Teach For All (other than through the replacement of the members of the board of directors of _____ or Teach For All).
- K. This Partnership Agreement shall be governed by and construed in accordance with the laws of the State of New York, U.S.A., without regard to conflicts of laws principles. 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.

- L. This Agreement has been written in the English language. The agreement may be translated into Chinese for the convenience of _____, but the English 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.

- M. 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.

- N. Any notice, demand, or other communication required or permitted to be given 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. 36th Street, 7th Floor
New York, New York 10018

If to _____:

