

MEMORANDUM OF AGREEMENT BETWEEN _____ UNIFIED SCHOOL DISTRICT AND JUUL LABS, INC.

I. Parties

The purpose of this Memorandum of Understanding (MOU) is to establish an understanding between JUUL Labs, Inc. ("JUUL") and the _____ Unified School District ("USD") and that JUUL is willing to provide grant funds to _____ USD for the purpose of supporting the implementation of a pilot program to educate, prevent, and/or discourage students from using e-cigarettes and marijuana (the "JUUL Program").

The JUUL Program is designed to provide students with information about the harmful effects of e-cigarettes; engage students in learning about how to resist peer pressure; and allow students an introduction to mindfulness as a way to deal with stress, improve focus and reduce emotional reactivity in their lives.

II. Description of Services

JUUL agrees to provide a grant of \$XXXXX to the _____ USD to implement the JUUL Program one of two ways:

1. Saturday School Program

- a. Provide 8 to 10 sessions of a Saturday School program in lieu of traditional discipline targeted toward students who have broken school rules about 1) possessing e-cigarettes on school grounds or at a school function off school grounds; 2) using e-cigarettes on schools grounds or at a school function; or 3) for other violations of school rules such as truancy, skipping classes or any other violation in which a school administrator determines that it would in the student's best interest to participate in the JUUL Program.
- b. The Saturday School program will be at least 3 hours in length and substantially utilizes the JUUL sponsored curriculum, administers the evaluations for each session of the program as well as the end of course assessment and submits the originals or copies of the student-completed evaluations & assessments to the JUUL designated third party consultants ("JUUL consultants") that are assisting with the JUUL Program rollout.
- c. On the Saturdays that the school provides the JUUL Program, the school will also offer a training on e-cigarettes for the parents of the students who are in the JUUL Program as well as inviting all other interested parents to join the sessions. These sessions will be at least 90 minutes in length and will substantially use the JUUL sponsored parent curriculum.
- d. The pilot school(s) will select the staff who will be delivering the instruction for students and facilitation for parents. JUUL consultants will provide the curriculum materials and training for the staff members who work with students and parents but will not provide direct services in the Saturday School pilot program.

- e. The funding from JUUL is provided to compensate the classroom teacher, the parent program coordinator or facilitator, the supervising administrator, and for the custodian at rates consistent with district practices. The funds also are intended to provide snacks for students and parents during the sessions as well as for copying expenses for the materials.
- f. The school will allow the JUUL consultants to observe program sessions without participating in them.
- g. The school will provide the JUUL consultants with the dates / times for the sessions and advise the consultants of any changes to the schedule.
- h. The school will keep track of the number of students who attend each session for both the students and parents and provide that information to the consultants along with the evaluation and assessment forms after each Saturday when the program is provided.

2. In School Program

- a. Schools will use the JUUL sponsored curriculum in the regular classroom setting in classes or during advisor periods as determined by the school.
- b. Depending on the schedule of the school, the program may be delivered in 2-5 sessions. The school will administer and collect evaluations and course assessment documents, the same as in the Saturday School pilot. Originals or copies of the evaluations and assessments will be submitted to the JUUL consultants as soon as practicable after a course is completed.
- c. The school may use the funding to engage consultants to deliver parts of the curriculum that school staff may not be able to deliver, such as the mindfulness session. The funding may be used for stipends for staff directly responsible for delivering and/or supervising the program and for materials and supplies for the program.
- d. The school will allow JUUL consultants to observe program sessions without participating in them.
- e. The school will provide the JUUL consultants with the dates / times for the sessions and advise the consultants of any changes to the schedule.
- f. The school will keep track of the number of students who attend each session for both the students and parents and provide that information to the consultants along with the evaluation and assessment forms after each Saturday when the program is provided.

III. JUUL Lab, Inc, will provide 75% of the funding upon approval of this MOU and the remaining 25% upon receipt of the final report from the principal which will include a summary of the trainings provided with dates, number of students and parents served and the staff evaluation forms for the teacher(s) involved, the parent trainer(s), and the supervising site administrator. The final report will also include a summary of all expenses for the grant awarded. JUUL consultants will have the option of requesting back up for the expenses of the grant, at their discretion.

IV. Confidentiality

While none of the evaluations or assessments from the pilot program are designed to include student names or other personally identifiable information, the JUUL consultants will maintain strict confidentiality about any and all personally identifiable information that may be observed by the consultants or inadvertently shared with the consultants.

Additionally, any for information about JUUL, _USD will regard and preserve such information as confidential, and will not divulge to unauthorized persons or use, or authorize or encourage persons who are under _USD's direction or supervision to use, for any unauthorized purposes, whether during or after the term of this MOU, any information, matter, material or thing of a secret, confidential, or private nature connected with the business of JUUL or any of its suppliers, customers or their affiliates.

V. Duration

All sessions in the program must be completed no later than November 30, 2018.

VI. Termination

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. Funding must be returned if the program is not executed and after notice of termination, _USD may submit an invoice for costs incurred up to the date of termination. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

VII. Hold Harmless/Indemnity

Each party to this MOU agrees to hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party, except in the case of willful misconduct or negligence.

JUUL and JUUL consultants are not employed by _USD, nor are representing _USD as a part of this grant. _USD is solely responsible for the operation of the program and will operate it in full adherence to all laws, policies and rules applicable to student programs in _USD. Compensation and related requirements (including tax, benefit, and accrued vacation) provided to employees or consultants are the sole responsibility of the District. JUUL and JUUL consultants do not select, employ or compensate any person or company as a part of this grant.

Neither party may use the logo or name of the other party without written consent, however, _USD hereby authorizes JUUL to use the general nature of this MOU and the obligations of _USD in public disclosures.

California law governs this MOU without reference to choice of laws provisions as applied to instruments, persons and transactions which have legal contacts and relationships solely within the State of California. This MOU constitutes the full and complete understanding of the parties, superseding all previous agreements on the subject matter hereof, including, without limitation, any previous consulting engagement agreements or purchase orders of Consultant. The language of this MOU will be construed as a whole according to its fair meaning, and not strictly for or against any of the parties.

This MOU may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

IN WITNESS THEREOF, the parties to this MOU have duly executed it on the day, month and year set forth below.

By: _____ Dated: _____(MM/DD/YYYY)

Sponsoring Site Principal

By: _____ Dated: _____(MM/DD/YYYY)

Authorized District Official

_____ (Print Name)

By: _____ Dated: _____(MM/DD/YYYY)

JUUL Consultant

_____ (Print Name)

_____ JUUL Labs, Inc