

GAINS MEMBERSHIP AGREEMENT

This Membership Agreement, dated as of _____ (this “Agreement”), is between Greenwich Academy (the “Lead Member School”) and _____ (the “Member School”) (collectively referred to as the “Member Schools”). This Agreement sets forth the Member Schools’ mutual understanding of the purpose of the Girls Advancing in STEM, or GAINS, Network as well as the parties intent to be legally bound by certain covenants set forth in this Agreement.

Background

Relationships with role models and mentors have a significant impact on young women as they consider and pursue STEM (science, technology, engineering and math) related careers and fields of study. Considering that many young women who pursue STEM majors and careers become interested in those disciplines during high school and middle school, the Member Schools believe that connecting girls with each other, as well as with potential role models and mentors, will help their students further develop, nurture and maintain interest in these fields.

Goals

The primary goal of the GAINS Network is to connect upper-school girls from Member Schools who are interested in STEM related fields with peers, alumnae and professionals who are also interested in these topics (each referred to herein as a “Network Member”). The purpose of developing these connections is to build a strong female STEM network amongst the Member Schools’ constituencies and to connect students with each other and other Network Members. Additionally, the GAINS Network seeks to provide students and alumnae with role models who will share their experience in STEM related fields on a regular basis. It is further intended that the GAINS Network will help establish mentor relationships between Network Members, as well as provide networking opportunities within these fields.

Network Structure

There are two components of the GAINS Network – the web-based network infrastructure and the participation of Virtual Mentors (as defined below).

The web-based network infrastructure follows a typical social networking platform, where Network Members can create their own personal STEM profile. The profile contains information about the Network Member, most notably their interest in one or several of the STEM fields. Creating a profile allows for the construction of a network of “friends” where Network Members can share information and interact through posts and blog entries.

The second component of the GAINS Network is the participation of Virtual Mentors. Virtual Mentors are women in STEM related professions who will be

highlighted periodically on the GAINS Network. These Virtual Mentors will interact with other Network Members via the GAINS Network through blogs and by posting on pages within the GAINS Network.

Rights and Obligations of the Member Schools

In signing this Agreement, each Member School agrees to the following terms:

- a) Membership in the GAINS Network will be for a period of one academic year. Membership will automatically renew for the following academic year unless a Member School provides written notice to the Lead Member School on or before April 1 of the current academic year that it wishes to cease participating in the GAINS Network as of the end of the current academic year. Membership does not require a fee or payment.
- b) Each Member School will assign an on-site GAINS Network Coordinator who will be responsible for overseeing that Member School's use of the GAINS Network. Such coordinator will also monitor the Network Members affiliated with that Member School to protect against misuse of the GAINS Network, and will immediately report such misuse to the Lead Member School and the relevant Member School authority. The Network Coordinator will be responsible for monitoring its school's compliance with the GAINS Acceptable Use policy and all other applicable policies, guidelines and rules governing use of the GAINS Network.
- c) Each Member School will ensure that the on-site GAINS Network Coordinator provides four to six Virtual Mentors each year who will commit to participate in one of the two mentor events planned for each academic year. These requirements may be revised at the discretion of the Lead Member School in consultation with the advisory board, as described below. Notice of any changes will be made to each Member School
- d) It will be the responsibility of a Member School to adequately publicize the GAINS Network to its students, as well as alumnae working or studying in STEM fields. Such publication will include, but not be limited to prominently displaying the Member School's participation in the GAINS Network as a STEM initiative on the Member School's website.
- e) By participating in the GAINS Network, each Member School will provide every Network Member affiliated with the Member School with the terms of use, privacy policy and other applicable guidelines and policies applicable to Network Members as provided by the Lead Member School. Each Member School, with the assistance of its Coordinator, will monitor and enforce compliance by each of its Network Members with such GAIN Network guidelines and policies.

Rights and Obligations of the Lead Member School

In addition to its other rights and obligations, the Lead Member School will have the exclusive right and obligation to:

- a) Design, administer and reasonably maintain the GAINS Network infrastructure and provide a network administrator who will act as the point person for all Member Schools and generally oversee all aspects of the GAINS Network. The name and contact information of the network administrator will be provided to each Member School, and the Lead Member School will promptly notify each Member School of any change in network administration.
- b) Assemble an advisory board (the “Advisory Board”) made up of representative(s) from each of the Member Schools and chaired by the Head of School for the Lead Member School. The Advisory Board will advise and consult with the Lead Member School on strategic planning and growth of the GAINS Network.
- c) Create terms of use, a privacy policy and other guidelines and/or policies that the Lead Member School determines appropriate for Network Members, with the intention that such materials will be provided to, acknowledged by and agreed to by Network Members as a condition of using and/or participating in the GAINS Network. If such guidelines and/or policies are amended or supplemented by the Lead Member School, the Lead Member School will promptly provide the updated or additional materials to each other Member School.
- d) Provide instruction and support to the on-site GAINS Network Coordinators of the other Member Schools to facilitate student involvement in the GAINS Network.
- e) Admit additional Member Schools at the discretion of the Lead Member School, provided any joining Member School executes a joinder to this Agreement.
- f) Terminate the GAINS Network as of the end of any academic year. In the event that the GAINS Network is terminated, the Lead Member School will retain all proprietary rights with respect to the GAINS Network following its termination.

Privacy Policy

As a part of the GAINS Network, each Member School may have access to certain personal information about Network Members, including but not limited to, phone numbers, addresses, occupations and career interests. Except as may be required by law or as otherwise permitted by this Agreement, no Member School shall share or disclose any personal information regarding a Network Member affiliated with another Member School, or with any outside third party, including any information stored on the GAINS Network, or any communication made by such Network Member, through the GAINS Network with any individual or entity, without such Network Member's consent.

Additionally, each Member School may through its participation in the GAINS Network have access to or possess confidential or proprietary information of another Member School or confidential or proprietary information related to the GAINS Network itself. Except as may be required by law or as otherwise permitted by this Agreement, no Member School shall share or disclose any such confidential or proprietary information with an individual or entity outside of the GAINS Network, for any purpose whatsoever, without such Member School's consent or, in the case of confidential or proprietary information related to the GAINS Network itself, without the Lead Member's School's consent.

Furthermore, no Member School may use any confidential or proprietary information of another Member School or acquired in connection with such Member School's membership and participation in the GAINS Network, for any use other than in furtherance of the Goals of the GAINS Network as stated in this Agreement, except with the consent of the other Member or, in the case of confidential or proprietary information related to the GAINS Network itself, with the consent of the Lead Member School. Finally, no Member School shall share any confidential or proprietary information regarding the structure, development or operation of the GAINS Network if it would reasonably be expected that such disclosure could lead to or ultimately result in the creation of a competitor network. Notwithstanding the foregoing, nothing contained herein shall prevent a Member School from using information contained on the GAINS Network to discipline a Network Member affiliated with the Member School in accordance with such Member School's internal policies, rules or handbook, in connection with the misuse or unauthorized use of the GAINS Network.

Exculpation and Waiver of Liability

While the GAINS Network will be a collaborative effort between all Member Schools, each Member School agrees that it will be solely responsible for any claims, losses, expenses, damages and/or liabilities -financial or otherwise- (herein referred to as "Liability") incurred by the Member School that may arise out of its membership and/or participation in the GAINS Network. To the extent permitted by law, if any Member School incurs any such Liability, such Member School agrees to waive any claim, including but not limited to, any claim for indemnification, contribution or reimbursement, against any other Member School, including the Lead Member School, with respect of such Liability. In signing below each Member School agrees to hereby exculpate the other Member Schools, including the Lead Member School, from any responsibility for such Liability, except to the extent such Liability is the result of such Member Schools' gross negligence, bad faith, fraudulent act or willful misconduct.

Withdrawal

The GAINS Network will continue notwithstanding the withdrawal of any Member School (other than the Lead Member School) from participation in the network. If a Member School ceases to participate in the GAINS Network, the Member School will cease to have any further rights or obligations under this Agreement as of the end of the academic year in which it provided notice of its withdrawal from the GAINS Network, except with respect to the Member School's obligations pursuant to the Privacy and Exculpation provisions of this Agreement which shall survive such Member School's withdrawal from the GAINS Network.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Membership Agreement to be duly executed by their respective authorized officers as of the date first above written.

Greenwich Academy

By: _____

Name: Molly King

Title: Head of School

Member School Name

By: _____

Name:

Title: