



PARTNERSHIP AGREEMENT

HIVE

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WHO WE ARE

EdTechHive (Hive) is a joint venture between Digital Active Point Inc.¹, located in St. Catharines Ontario, and Stem Minds, located in Aurora Ontario. Our vision is to create a collaborative innovation ecosystem by connecting business and education to grow prosperous communities. Our mission to enrich people's lives through partnerships, programs and services that inform, enhance and innovate the modern educational experience to develop globally competent learners and foster local economic development and growth.



OUR VALUE PROPOSITION

We help school boards, educators, and students fulfill their passions while enhancing and innovating the modern educational experience to prepare students for success today, and in the future. Unlike other educational companies who offer educational programs, we collaborate with districts to create a modern educational ecosystem that integrates technology-rich hands-on educational programming, with community partnership opportunities, technical training, consulting services, educational products and services, as well as edtech business relationships in ways that reinvest in our schools for the future.

WHAT WE OFFER

EdTechHive (Hive) is a dynamic ecosystem focused in the Educational Technology sector located inside a K-12 school facility. We launched a successful proof of concept within the District School Board of Niagara in 2015, which today continues to serve the teachers, students, and community in Niagara, Ontario with a wealth of unique educational programs, services, partnership opportunities and training.



¹ Digital Active Point Inc. is Canada's first collaborative space dedicated to ambitious entrepreneurs transforming education and learning through technology. The company bridges the gap between start-ups, corporates, cities, foundations, K-12 schools, colleges and universities to incubate and accelerate deep tech innovation. ihub and Spark Niagara are sister companies of Digital Active Point.

HIVE SOLUTIONS

Problems We Solve	Hive Solutions
<p>Revitalizing and repurposing underutilized space</p>	<p>Contribute to economic development by integrating an innovation ecosystem that creates jobs and builds skills and competencies for K-12 teachers and students</p>
<p>Preparing teachers with the necessary skills and competencies to educate modern learners affordably and efficiently</p>	<p>Provide certified* and cost-effective skill-based professional learning opportunities for teachers that build global and digital competencies</p>
<p>Availability and range of digital technologies to support modern learning needs</p>	<p>Hive provides teachers and students with access to our maker hub</p>
<p>Engaging students in curriculum-based experiential learning opportunities that excite and sustain student inquiry and develop global competencies</p>	<p>Provide rich hands-on experiential/ project-based learning programs driven by student inquiry in a technology-rich learning environment supported by Hive Educators</p>
<p>Providing parents with affordable educational program opportunities in the form of after-school care for their children</p>	<p>Offer consistent curriculum-based after school programs for families infused with digital technologies that extend learning beyond the instructional day in a comfortable school setting</p>
<p>Outsourcing meaningful community partnerships for K-12 districts</p>	<p>Create unique opportunities for district stakeholders to engage with Hive thought leaders, community and business partners, vendors, researchers, Hive portfolio companies, industry experts and the greater Hive district network.</p>

PROGRAM GUIDES (DRAFT)

Hive Program Guides (DRAFT) are included as a separate attachment. Hive offers competitive pricing for programs to ensure high levels of participation for staff and students within a District.

We estimate the cost per teacher for a full day professional learning program is \$50 per teacher based on 30 teachers registering for a Hive program. Additional offerings available.

We estimate the cost per student for a full-day workshop is \$50 per student based on 30 students registering for a Hive program. Additional offerings available.

SCHOLARSHIPS FOR STUDENTS

At Hive we believe that all students should have the opportunity to learn. As such we offer scholarships for students every year valued at \$3500 per year. Once partnered with a District, Hive will initiate conversations with a District's Foundation for Education to match Hive's scholarship fund which will create even more opportunities for students to participate in educational programs.



TERMS AND CONDITIONS

MULTI-YEAR COMMITMENT

Underutilized Space in a District

1. The Hive Partnership Agreement is a 5-10 year agreement and investment with the option to renew the partnership agreement at the end of the agreed upon term.
2. In order for Hive to be located inside a school facility we will require a minimum of 2500 sq. ft. of underutilized space.²
3. Designated Hive staff will require access to the building (keys, fob, or code, etc.) before, during and after school hours.
4. The space will be available in the form of (1) No cost as a service to the community (2) Lease at negotiated rate (3) Long term permit at a negotiated rate.

STAFF

All Hive staff and teachers succended to Hive are trained by our Hive Team to ensure the highest level of quality and consistency when facilitating our programs.

Hive employs 6 educators in total: 3 senior educators with teaching experience, and 3 junior educators who are recent graduates from a Bachelor of Education program.

Hive will have the first right of refusal to provide staff for Hive in a District. Hive will provide a salary top-up for staff up to a maximum of \$50,000 per academic year. If additional funding is required for staff, that funding will come from the District. All staff employed at Hive must have a current criminal record background check and abide by the policies and procedures set out by the Hive.

If a District does not have the resources or funding to provide staff for their Hive, then Hive will hire from outside of the District.

² The Ministry of Education's Community Planning and Partnerships guideline requires Boards to make an annual announcement of underutilized space that may be suitable for partnerships. Through a Board's accommodation planning and review process, you may have identified schools that have the capacity to host a facility partnership due to underutilized space within your facility (this is in cases where a facility is viable and is not surplus to your needs, but has some unused space that would be suitable for a partner).



Hive Staff	Rate of Pay
Senior Staff	\$24/ hour
Junior Staff	\$20/hour

Districts are responsible for all salary-based expenses other than the hourly wage provided by the Hive (e.g. benefits, insurance, pension, etc)

LIABILITY

Please review Hive’s Liability Waiver and initial below to acknowledge that you have read and understood our policies.

Liability Waiver (Mandatory Acceptance)

I, the undersigned, for myself and sponsored dependents and guests, fully and forever release and discharge EdTechHive. employees, officers, agents, servants and independent contractors from any and all suits, claims damages cost and expenses of every kind, related to this event in conjunction with the use of the facility and equipment thereof except that arising out of the sole negligence or willful misconduct of EdTechHive.

I, the undersigned, for myself and my sponsored dependents and guests further agree to use all related equipment, props and activity area properly and leave them in good condition. I, the undersigned, understand the activities which will be held during the program and have had my questions answered to my satisfaction. I, the undersigned, certify that the information I have given on my registration form is complete and accurate. By my signature below, I agree to the provisions of this Release of Liability Waiver for myself, for my sponsored dependents and guests, and for my heirs and assigns intending to be legally bound.

Initial _____

INSURANCE

Hive has general liability insurance for 2 million dollars. Hive requires that a District add Hive as a rider on your insurance.

Our WSIB account number is: 904453



HEALTH AND SAFETY

Hive requires the District's Health and Safety plans for the building where we are occupied. The Hive should be included on your Health and Safety committee for that location.

PRIVACY

Please refer to the Hive's Privacy Policy which is attached as **Appendix A**.

MAINTENANCE AND REPAIR

The District is responsible for all maintenance and repair to the building space occupied by Hive.

MARKETING

Hive requires permission to use the District's logo in our marketing material.

Hive also requires our programs be marketed and promoted using your email distribution list to all school community members.

Hive has first right to offer and run programs in a District.

Hive will provide each District with their own branded page on the Hive website.

APPROVED SERVICE PROVIDER

The District will provide Hive with the necessary forms to register as an approved service provider, as well as set up the appropriate permit and payment processes.



PHOTO/ VIDEO CONSENT

The following Photo/ Video Consent Form will be provided to children who participate in programs at Hive and must be signed by the child(ren)'s parent or guardian. Hive will work with Districts to create a distribution process for consent. Please initial below to acknowledge you have read and understood our policies.

Hive Photo/Video Consent Form

I hereby grant to EdTechHive ("Hive"), its representatives and employees, the right to take photographs and videos of my child(ren) listed below and/or me and hereby consent to the use of such photographs and/or videos in Hive's marketing and promotional materials, in print and/or electronically.

I acknowledge and agree that Hive shall own all copyright in such pictures and videos. I agree that Hive may use such photographs and videos with or without our names for any marketing and/or promotional activity, including without limitation its Website, newspaper advertisements and social media without any compensation being payable and without any additional consent or authorization from us.

Initial _____

FURNITURE AND TECHNOLOGY EQUIPMENT

Hive works with Districts to identify the technology and furniture needs for the new Hive.

Furniture (valued at \$50,000)

The Hive is designed as a flexible learning environment outfitted with furniture custom designed for learning with technology. Hive works with Districts to comply with procurement laws, regulations, rules, acts and the Broader Public Sector Procurement Directive and conduct our activities following a fair, open and transparent procurement process.

Technology (valued at \$115,000)

Technology in the Hive is provided to learners at a 1:1 ratio and includes, but is not limited to laptops, tablets, circuits, micro controllers, robots, a 3D printer and laser cutter. Hive has an existing relationship with IT suppliers and we get preferential rates on equipment. Hive is able to procure a starter package of the IT equipment which will save costs compared to purchasing all the equipment from new/ individual suppliers.

HIGH SCHOOL STUDENT PARTICIPATION

We strongly encourage Districts to identify and assemble a group of high school students (Hive Club) to help us design the new space at your school facility. This engagement will personalize the journey for the district, adding value to the school and the Board.





LAUNCH STRATEGY

It has been our experience that from the time a potential District applies to be a Hive partner, to the time that implementation begins, takes an average of eight weeks.

Launch Strategy	Timeline
Expression of Interest submitted to Hive Confidentiality & Non-Disclosure Agreement signed and returned	WEEK 1
Initial video or phone call/ meeting to discuss the opportunity Partnership Agreement provided to District for review	WEEK 2
Meeting scheduled with the Hive Leadership Team in Niagara for an Hive tour, information session, details about our operating structure, new scalable model, further discussion and questions.	WEEK 3
Partnership Agreement signed and returned	WEEK 4
Partnership Contract drafted and sent for signatures Implementation meeting scheduled	WEEK 5
Hive site chosen by Districts	WEEK 6
Partnership Contract reviewed, signed and returned Welcome to the Hive Team!	WEEK 7
Implementation begins	WEEK 8

IMPLEMENTATION PLAN

It has been our experience that from the time a potential District is ready to launch an Hive, to the time that the Hive team leads their first program, takes an average of 10 weeks.

Timeline	Activity
Order furniture and technology Plan leasehold improvements Develop hiring plan	WEEK 1
Plan marketing strategy Plan layout of the facility; leasehold improvements begin Build scheduling of programming	WEEK 2-3
Hire and train staff Finish leasehold improvements Set-up furniture and technology	WEEK 4-8
Tour of new Hive for District staff and students	WEEK 9
Launch our first Hive program	WEEK 10



START-UP COSTS

District investment in Hive is flexible, and includes, but is not limited to:

- 1) teacher professional learning and programs for students;
- 2) the development of global competencies and technology skills;
- 3) the acquisition of meaningful community partnerships;
- 4) transportation to and from programs; and
- 5) staff salary budget.

Hive offers competitive and cost effective programs using a fee-based model to sustain and grow our business, with a percentage of revenue reinvested back into programs for your District.

The table below outlines the start-up costs associated with launching a Hive. Hive recommends a total annual investment of \$125,000, however Districts may choose what to fund and what level of investment they wish to make above and beyond minimum. The minimum investment for a Hive by a District \$50,000. This will be discussed and negotiated as part of the Hive onboarding process.

Transportation costs ensure teachers and students are able to travel to Hive throughout the year for programming. Hive will match a District's investment in transportation up to \$50,000.

Staff salary budget ensures that one or more teachers from your District work at Hive and gain the knowledge, skills and experiences they need to build capacity. Hive will match a District's investment in staff up to a maximum salary top-up of \$50,000.

Annual Costs (Areas that Need Funding)

Hive Program Budget	\$25,000
Transportation for Teachers and Students	\$50,000
Staff Salary	\$50,000
TOTAL DISTRICT INVESTMENT	\$125,000



BILLING TIMELINE (negotiable)

A suggested Billing Timeline is included below. Districts may submit a payment schedule that works for them provided all payments for services received within a calendar year are paid for within that calendar year.

SERVICE	COST	INVOICE DATE	PAYABLE DATE	PAYABLE TO
Initial Investment	\$62,500	within 30 days of agreement signature	Paid in full no later than 30 days from the date of the issued invoice	EdTechHive
Hive Launch	\$62,500	within 30 days of launch date	Paid in full no later than 30 days from the date of the issued invoice	EdTechHive
TOTAL ANNUAL COST	\$125,000			



HIVE PARTNERSHIP SIGNATURE PAGE

IN WITNESS WHEREOF, THE EdTechHive (“Hive”) and [] have executed this agreement.

Signed and Acknowledged:

Name: Dino Miele	Name: Anu Bidani
Title: CEO and Founder	Title: CEO and Founder
Company: EdTechHive	Company: EdTechHive
Date:	Date:
Signature:	Signature:

Name:	
Title: Director	
School District:	
Date:	
Signature:	

APPENDICES

PRIVACY POLICY

YOUR PRIVACY AT EDTECHHIVE

EdTechHive (“Hive”) offers technology based educational programs for children and provides on-line camp registration services to facilitate your enrollment and registration of yourself or other family member (collectively, “you”, “your” or applicable derivation thereof) at the program(s) you have selected (the “Services”) through its website (collectively the “Products and Services”). Your privacy is important to Hive. This Agreement sets out the information practices for Hive, including what type of information is collected, how the information is used, and with whom the information is shared. We are committed to controlling the collection, use and disclosure of personally identifiable information that we may collect about you (“Personal Information”)

This Agreement may be amended from time to time. (See “Further Information”, below, for an explanation of how we will advise you of any future changes.)

In this Agreement, “we”, “our”, “us” and “Hive” mean EdTechHive.; “you” and “your” mean an individual who has agreed to use our website for, registration, enrolment and or requested information from us about our services.

Collecting your information

When you register or enrol on our website, you agree that we may collect personal information from you and about you such your name, address, telephone number and email address and credit card information. By submitting Personal Information to Hive, you agree that we may use and disclose such Personal Information as described in and in accordance with this Policy and as permitted or required by law.

When you apply for, enroll in or use a Product or Service via a digital channel (such as online or mobile app), we may collect information about your computer or device, operating system, internet connection or telephone account, settings, IP address and device locational data, and transaction data, as well as personal information as described above. We may collect, use, disclose and retain this information for the purposes described below, as well as to determine which settings are appropriate for your computer system, to provide or enhance digital functionality, and for security purposes, internal analysis and reporting. You may withhold consent to the collection, use and disclosure of this information, although in some cases this may prevent you from using the digital channel to apply for or use a Product or Service or to communicate with us, or may reduce the functionality of that channel.

Use and Disclosure of your Personal Information

We may collect your personal information, and use it, and disclose it to any person or organization for the following purposes:

- To understand your needs;
- To determine the suitability of our Products and Services for you;
- To determine your eligibility for our Products and Services;
- To set up, manage and offer Products and Services that meet your needs;
- To provide you with ongoing Products and Services;
- To provide you with various options for applying for and accessing the Products and Services;
- To satisfy legal and regulatory requirements that are applicable to us

Monitoring and Recording Personal Information

You agree that we may monitor, record, and retain any telephone call or electronic communication we have with you. This is to establish a record of the information you provide, to ensure that your instructions are followed properly and to ensure customer service levels are maintained. Records of calls and electronic communications are destroyed when they are no longer required for business or other purposes, and any personal information is safeguarded in accordance with this Agreement.

We may ask you for certain Personal Information and keep and use this information for the purpose of marketing, including telemarketing. Your consent to this is not a condition of doing business with us and you may withdraw it at any time (see below).

We may keep and use information about you in our records for as long as it is needed for the purposes described in this Agreement, even if you cease to be a customer.

You agree that all information that you give us will, at any time, be true and complete. If any personal information changes or becomes inaccurate or out of date, you are required to advise us so we can update our records.

Refusing or withdrawing consent

Subject to legal, regulatory and contractual requirements, you can refuse to consent to our collection, use or disclosure of information about you, or you may withdraw your consent to our further collection, use or disclosure of your information at any time in the future by giving us reasonable notice. However, depending on the circumstances, withdrawal of your consent may prevent us from providing you, or continuing to provide you, with some Products and Services, means of access to Products and Services, or information that may be of value to you.

We will act on your instructions as quickly as possible but there may be certain uses of your information that we may not be able to stop immediately. You can tell us at any time to stop using information about you to promote our Products and Services or the products and services of third parties we select.

Access to Personal Information

You may ask for access to any personal information that we hold about you. Summary information will be available within a reasonable period of time on request. More detailed requests which require archive or other retrieval costs may be subject to any costs and expenses we incur in retrieving same.



We may deny access when denial of access is authorized by law or may unreasonably compromise the confidentiality of another person's Personal Information.

Privacy and Electronic Communication

Hive does not guarantee the confidentiality of any communications made via e-mail or otherwise through our Web site and cannot guarantee that any such communications are confidential. If you wish to provide information of a confidential or sensitive nature to Hive, please connect with your Hive contact directly by telephone to arrange for delivery/transmission of such information by secure means.

Links

Our websites may contain links to other sites, which may have privacy practices and policies that differ from our own. Hive is not responsible for the content or practices of any linked site. We recommend that you review the privacy policy of any site that you access through our sites. The inclusion of a link to a third-party site on our websites does not imply that Hive endorses such site.

Retention of Personal Information

We will retain your Personal Information for the period necessary to fulfill the purposes outlined in this policy unless a longer retention period is required or permitted by law.

Questions and Further Information

If you wish to refuse consent or to withdraw consent as outlined in this Agreement or if you have any questions related to this Policy or the handling of Personal Information by Hive can be addressed by contacting us at info@edtechhive.com. Please note that if you refuse to consent or withdraw your consent, we may not be able to provide you or continue to provide you with certain services or information which may be of value to you.

You acknowledge that we may amend this Agreement from time to time to take into consideration changes in legislation, technology or other issues that may arise. We will post the revised Agreement on our website.

Your continued use of the Products and Services following such change means that you agree to and accept the new terms and conditions of this Policy as amended.

If you do not agree with any of the changes made or with the new terms of the Policy, you must immediately stop using the account or Services and notify us that you are closing your account or terminating your Products and Services with us.

If you have a general question about our privacy policies, please contact us at info@edtechhive.com

FAQs

Q: WHY WOULD WE CHOOSE A HIVE PARTNERSHIP?

A: Our mission is to enrich people's lives through partnerships, programmes and services that inform, enhance and innovate the modern educational experience to develop globally competent learners and foster local economic development and growth.

Q: HOW MUCH DOES IT COST TO BECOME A HIVE PARTNER?

A: The cost to be a Hive partner and integrate an Hive into your District is \$125,000 in year 1, with the option to reinvest financially in year 2+.

Q: WHAT IS THE LEASE TERM FOR A HIVE PARTNERSHIP?

A: The lease term is 5-10 years with the option to renew if mutually agreeable.

Q: DO WE NEED ANY PREVIOUS BUSINESS EXPERIENCE?

A: No. Hive does not require that a District have specific business experience. Hive trains all approved staff and offers ongoing training and learning opportunities to ensure that our partners are comfortable working within a Hive location.

Q: WHAT QUALITIES DOES HIVE LOOK FOR IN ITS PARTNERS?

A: We look for passionate, growth-minded, motivated leaders who are driven to learn as well as teach. Ultimately there needs to be a mutual fit between Hive and the partner regarding corporate culture, brand and business ethics and morals.

Q: IS FINANCING AVAILABLE FROM HIVE?

A: No. Hive does not finance our partners.

Q: WHAT FORM OF TRAINING AND GUIDANCE IS PROVIDED BY HIVE?

A: Hive offers a comprehensive training program annually for all Hive staff.

- overall administration and operations of the Hive
- staff training
- technology training
- communication about of the Hive's services and programs
- introduction to the existing Hive partnership network

Q: WHERE DO I BUY TECHNOLOGY AND FURNITURE FOR THE HIVE?

A: Hive has existing relationships with IT suppliers and we are able to get preferential rates on equipment. Hive will order and supply all of the technology and the furniture for the partner. Hive works with Districts to comply with procurement laws, regulations, rules, acts and the Broader Public Sector Procurement Directive and conduct our activities following a fair, open and transparent procurement process.



Q: HOW LONG HAS HIVE BEEN IN BUSINESS?

A: The first ihub “Hive” was launched within the District School Board of Niagara (DSBN) on February 14, 2014 as a proof of concept with Brock University and Niagara College. Hive is now a joint venture between Digital Active Point Inc and Stem Minds which launched in March 2019.

Q: WHERE IS HIVE HEADQUARTERED?

A: Hive is headquartered at 110 James St., St. Catharines, ON L2R 7E8 Canada.

Q: HOW MANY HIVE PARTNERS ARE IN OPERATION, AND WHERE ARE THEY LOCATED?

A: Hive has 2 established municipality-based Hives. Stem Minds also operated a learning centre in Aurora, Ontario that was used as a basis for the design of the Hives in schools. The Stem Minds Aurora center has been in operations since May 2017.

Hive’s second Hive launched September 2018 within the London District Catholic School Board: 5200 Wellington Rd S, London, ON N6E 3X8

Q: WHO OWNS HIVE? IS IT A PUBLIC OR PRIVATE COMPANY?

A: Hive is owned by Dino Miele and Anu Bidani. It is a privately held company based in St. Catharines, ON that specializes in education, technology and innovation.

Q: WHAT IS THE AVERAGE SIZE OF A HIVE?

A: Hive’s locations are between 2000-3000 sq ft on average.

Q: WHAT ARE HIVE’S TYPICAL HOURS OF OPERATION?

A: Hive locations operate Monday-Friday within the hours of the school day. Hive also operates after school, on PA Days, March Break and in the summer.

Q: HOW LONG DOES IT TAKE TO OPEN A NEW PARTNER HIVE?

A: It typically takes 4-6 months to open a new location.

Q: DOES HIVE PROVIDE ONGOING SUPPORT?

A: Yes, we provide valuable ongoing support in the following areas: consulting, training, site selection, Hive design/ technology acquisition, Hive launch, implementation, operations and marketing.

Q: IS HIVE AN EQUAL OPPORTUNITY COMPANY?

A: Yes, Hive is committed to providing equal opportunities for all interested candidates across Canada. Our interests are tied to the success of our partners and we act accordingly.