

**Steelcase Education
Active Learning Center
Grant Agreement**

Effective as of _____, 2014 (the “Effective Date”)

By and Between

[GRANTEE NAME]
[Grantee Address]
(“Grant Recipient”)

Attention: _____
Telephone: _____
Fax: _____
E-mail: _____

And

STEELCASE INC.
901 44TH Street SE
Grand Rapids, Michigan 49508
(“Steelcase”)

Attention: G. Craig Wilson
Telephone: 616-248-7552
Fax: _____
E-mail: gwilson@steelcase.com

And

[STEELCASE DEALER NAME]
[Dealer Address]
(“Participating Dealer”)

Attention: _____
Telephone: _____
Fax: _____
E-mail: _____

As part of the Steelcase Education Active Learning Center Grant Program, Grant Recipient seeks and Steelcase desires to award to the Grant Recipient a grant of furniture and technology solutions in an amount not to exceed [\$\$\$] to establish an Active Learning Center (“Grant”).

Participating Dealer desires to facilitate the specification, ordering, installation, and servicing of the Active Learning Center furniture and technology solutions for the Grant Recipient (“Dealer Services”).

Steelcase, Grant Recipient, and Participating Dealer desire to set forth herein the terms and conditions relating to the Grant and Dealer Services and the manner of disbursement to the Grant Recipient.

IN CONSIDERATION of the Grant described and other provisions in this Agreement, the parties agree as follows:

1. SCOPE OF GRANT. Subject to the Grant Recipient's performance of all required actions under this Agreement, Steelcase shall provide the Grant as reasonably determined by Steelcase. Steelcase represents that there is no correlation or connection between its selection of institutions for grant awards and an institution's business relationship or potential business relationship with Steelcase. Participation in the Steelcase Education Active Learning Center Grant Program does not require or impose any *quid pro quo* condition. This Agreement also shall not be interpreted to create any pledge or commitment by Steelcase to make any other or further grants or contributions to the Grant Recipient or any other person or entity for this or any other project. It is understood that results of Grant activities will be used by Steelcase to further its evidence-based design principles and to further the development, effectiveness, and commercialization of the Active Learning Center or other products or business activities of Steelcase.

2. GRANT ACTIVITIES. In furtherance of the Grant, the specific terms, conditions, activities, and outcomes to which each party agrees are described in the terms sheet set forth as **Exhibit A** ("Terms Sheet").

3. CONFIDENTIALITY. Each party agrees to keep confidential and will not disclose (a) the existence or terms of this Agreement or (b) all proprietary information relating to the business, operations, or activities of the other party furnished or disclosed to it or otherwise learned by it in connection with this Agreement (collectively, the "Confidential Information").

Unless otherwise expressly authorized by the other party, each party will (i) use the Confidential Information only in the performance of its obligations under this Agreement, (ii) not reproduce any of the Confidential Information, and (iii) ensure that the Confidential Information is not disclosed to any other person or entity except as necessary in furtherance of this Agreement or as required by law. Notwithstanding the foregoing, "Confidential Information" does not include any information which: (a) is or becomes available to the general public other than as a result of an unauthorized disclosure by the receiving party; (b) is already known by the receiving party prior to its disclosure by the disclosing party; (c) is obtained from a third party who is not bound by any duty of confidentiality owed to the disclosing party.

4. PUBLICITY. Grant Recipient will notify Steelcase and Participating Dealer of any publications or other materials resulting from the Grant not less than five (5) days in advance of distribution or publication. Grant Recipient will acknowledge the support from Steelcase and Participating Dealer in any publication referring to or in connection with this Grant, as follows: "Supported [in part] by a grant from Steelcase Education and services provided by [Participating Dealer]."

5. INTELLECTUAL PROPERTY. Grant Recipient agrees that Steelcase may use any ideas or suggestions ("Suggestions") that Grant Recipient or its employees may make concerning the Active Learning Center or other products or business activities of Steelcase, without any further obligation. All such suggestions shall become the property of Steelcase.

Grant Recipient hereby grants, and shall cause any individuals who may have some interest to grant, Steelcase an irrevocable, perpetual, nonexclusive, worldwide, royalty-free license to use or publish all materials or other work products arising out of or resulting from Grant Recipient's use of the Grant or which mentions, portrays, discusses, or refers to the Active Learning Center or other products or business activities of Steelcase.

6. TERM. This Agreement will expire two (2) years after the Effective Date, unless sooner terminated by any party without any further obligation on 30 days' prior written notice to the other parties.

7. COMMUNICATIONS. Grant Recipient hereby grants Steelcase the right to photograph and/or record video footage of the Active Learning Center for the purpose of communicating about Steelcase and its products. Steelcase agrees to obtain Grant Recipient's advanced permission, which shall not be unreasonably withheld, to enter the Active Learning Center to make such recordings. Grant Recipient recognizes and agrees that one or more of its employees or students may voluntarily be included in any recordings. Grant Recipient agrees that it is solely responsible for obtaining written permission from its employees or students prior to such recordings.

Grant Recipient grants to Steelcase, its subsidiaries, authorized representatives, and licensees, the right to use such recordings, in whole or in part (including Grant Recipient's name and any depictions or statements made on behalf of Grant Recipient and contained in the recordings) in connection with communications about Steelcase and its products. Use by Steelcase may include product brochures, Steelcase publications and presentations, social media, using printed and electronic media including the Internet, in a nationwide or international advertising campaign, such as print or television ads, now or in the future.

8. NO AGENCY. Grant Recipient is solely responsible for all activities supported by the Grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other similar type of relationship. Grant Recipient shall not represent itself as an agent of Steelcase for any purpose, and has no authority to bind Steelcase in any manner whatsoever.

9. TAX-EXEMPT STATUS. Grant Recipient will keep its recognized tax-exempt status current throughout the period of the Grant and will comply with all applicable federal and state laws and regulations that govern the use of the Grant to Grant Recipient.

10. NO LOBBYING. Grant Recipient confirms that the Grant will not be used for the purposes of lobbying, carrying on propaganda, or otherwise attempting to influence legislation, as those purposes are defined by the United States Internal Revenue Code of 1986. If Grant Recipient is in doubt about whether its proposed activities may constitute lobbying, Grant Recipient must consult with Steelcase prior to undertaking them.

11. INDEMNITY. Grant Recipient agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Steelcase and Participating Dealer, their officers, directors, affiliates, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grant Recipient, its employees or agents, in applying for or accepting the Grant, or in carrying out the Active Learning Center as set forth.

12. LIABILITY. The parties agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other parties and the results thereof. EXCEPT FOR ANY INDEMNIFICATIONS PROVIDED HEREIN, IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR EXPENSES FOR ANY ACT OR OMISSION ARISING FROM OR RELATING TO THIS AGREEMENT OR THE ACTIVITIES COVERED HEREIN.

13. MISCELLANEOUS.

(a) **Notices.** Notice given under this Agreement will be in writing and sent by fax, email, courier service, or by certified mail, postage prepaid and addressed to the parties at the addresses first set forth in this document or at such other addresses as the parties may designate in writing.

(b) **Waiver.** No failure or delay by a party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

(c) **Modification.** This Agreement may be modified or waived only by a separate writing by the parties expressly so modifying or waiving any provision of this Agreement. If any provision(s) of this Agreement is held, for any reason, to be illegal, invalid, or unenforceable, the remaining provisions will nonetheless be legal, valid, and enforceable provisions.

(d) **No Assignment; Binding Agreement.** No party may delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other. Subject to the foregoing, this Agreement will inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties. The parties have executed this Agreement as of the Effective Date.

(e) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all earlier agreements and understandings, oral and written, between the parties.

(f) **Governing Law.** This Agreement will be governed by and interpreted according to the laws of the State of Michigan without regard to conflict of laws principles. Any action related to this Agreement will be brought in any state or federal court located in Kent County, Michigan, and each party hereby irrevocably agrees and consents to the exclusive jurisdiction and venue of such court.

(g) **Authority.** The person(s) signing this Agreement on behalf of each party represent and warrant that he or she has the requisite legal authority and power to execute this Agreement, and to bind such party to the obligations contained herein.

[Grant Recipient]

By: _____
(Signature)

(Type or Print Individual's Name)

Its: _____
(Type or Print Individual's Position)

Date: _____

Steelcase Inc.

By: _____
(Signature)

(Type or Print Individual's Name)

Its: _____
(Type or Print Individual's Position)

Date: _____

[Participating Dealer]

By: _____
(Signature)

(Type or Print Individual's Name)

Its: _____
(Type or Print Individual's Position)

Date: _____

STEELCASE EDUCATION ACTIVE LEARNING CENTER EXHIBIT A

Terms and Conditions

Orders for furniture and technology will proceed as follows:

- Participating Dealer will prepare detailed specification and installation plan for Grant Recipient.
- Participating Dealer will place the order on behalf of Grant Recipient to Steelcase.
- Steelcase will manufacture and ship product to Grant Recipient or previously agreed upon staging location.
- Terms to Grant Recipient will be FCA destination.

Steelcase Responsibilities

- Furniture. Donate agreed upon furniture and technology products.
- Training. Provide training to Active Learning Center educators in the use of active learning classroom furniture, technology, and pedagogy.
- Signage. Provide signage for the classroom designating it as a Steelcase Active Learning Center.
- Evaluation. Oversee and administer the Steelcase Active Learning Post Occupancy Evaluation tool. Results will be made available to both Steelcase and Grant Recipient.
- Community of Practice. Sponsor and facilitate a community of practice among other Grant Recipients during the two-year grant period.
- Communications. Make Steelcase communication materials available to help Grant Recipient disseminate information about the grant award and the Active Learning Center experience. Grant Recipient and Steelcase may elect to communicate about the Active Learning Center experience separately or jointly (e.g., case studies, white papers, etc.). In either case, both Grant Recipient and Steelcase must be referenced in one another's communication materials in accordance with the Agreement.
- Public Relations. Conduct public relations activity about the Active Learning Center Grant and 2015 recipients.

Participating Dealer Responsibilities

- Specify/Order. Prepare detailed specification for Active Learning Center and place order.
- Install. Project manage and install furniture and technology.
- Training. Participate in training of instructors.

Grant Recipient Responsibilities

- Classroom. Provide a dedicated classroom with the appropriate square footage per student (designated by the classroom layout selected from the Grant Proposal Guide) with commitment to update floorcovering, paint, lighting, etc. if necessary.
- Training. Participate in Steelcase training in the use of Active Learning Center furniture and integrated technology.
- Impact. Conduct an impact study to answer the question: What impact does the new Active Learning Center have on supporting Grant Recipient's desired pedagogy: teaching, learning, and student success? Why?
 - Evaluation. The impact study minimally includes completion of the Active Learning Post Occupancy Evaluation (POE), administered by Steelcase. Results will be made available to the Grant Recipient and Steelcase. If Grant Recipient chooses to complete classroom assessments in addition to the Steelcase POE, these results will be shared with Steelcase.
 - Measurement. The impact study will include a measurement plan for how Grant Recipient will track progress toward Grant Recipient's active learning goals.
 - Dissemination. The impact study will include a dissemination plan for how Grant Recipient will share specific insights with internal and external audiences. Grant Recipient may elect to disseminate learnings from the impact study separately or jointly with Steelcase (e.g. case studies, white papers, presentations and/or co-presentations, etc.). In either case, the Grant Recipient and Steelcase must be referenced in one another's materials in accordance with the Agreement.

- Report. Complete an annual report (each year during the two-year commitment of the grant) that incorporates all the specific results of the impact study (post occupancy evaluation, progress toward measures of success, insights into active learning, and actions taken to disseminate learnings to key internal and external audiences).
- Signage. Post the classroom signage designating the space as a Steelcase Education Active Learning Center.
- Access. Provide Steelcase with reasonable access to the Active Learning Center for purposes of sharing the installation with other educational institutions (Steelcase will request access at least two weeks in advance whenever possible).
- Community of Practice. Participate in a community of practice (two conference calls per year) to discuss experiences, insights, and best practices with the other educational institutions awarded grants in the same year.
- Communications. Grant Steelcase permission to use the name of Grant Recipient and other agreed-upon content (i.e., annual reports, videos, case studies, etc.) in Steelcase communications.