



Department of Purchasing

100 N. Main Street, 2nd Floor

Suffolk, VA 23434

(757) 925-6762 Fax (757) 925-6763

NOTICE

SOLE SOURCE PURCHASE

Date: March 16, 2023

For: Specialized Stem Programing

Vendor Name: 21st Cent ED

Requested by: Instruction

Description: 21st Cent ED

Cost: Not to exceed \$99,000 total in this fiscal year
This posting is for \$25,000. \$74,000 was previously
posted on 02/10/2023.

Justification: 21st CentEd/Edifii.US authorized the ability to seek
sponsors for the documentary by contract. Towne
Bank sponsored the documentary cost for this
specific project.

Approved By:

Anthony W. Hinds, CPPB
Purchasing Manager

Section 4: TERM/TERMINATION OF AGREEMENT

4.1 This Agreement shall commence on the date and year it is fully executed, and will continue in force until June 30, 2023 or unless otherwise terminated in accordance with the terms set forth herein.

4.2 This Agreement may be terminated by either Party upon 30 days' prior written notice if the other Party breaches any term hereof and the breaching party fails to cure such breach within a 15-day period.

Section 5: FEES AND PAYMENT


In consideration of the services to be performed by 21stCentEd, SPS shall pay 21stCentEd the fees specified in Exhibit C attached hereto and fully incorporated by reference within 30 days of acceptance and receipt of 21stCentEd's invoice.

Section 6: RELATIONSHIP OF PARTIES

It is understood by the Parties that 21stCentEd is an independent Contractor with respect to SPS, and not an employee of the SPS. As such, 21stCentEd will not participate in SPS's employee benefit plans nor receive any other compensation beyond that stated herein. The Parties are and shall be independent of one another, and this Agreement does not create an agency, partnership, or joint venture between the Parties.

Section 7: RIGHTS IN THE WORK PRODUCT

7.1 21stCentEd its successors and assigns exclusively own all right, title, and interest in and to all of the Video Documentary throughout the world, in perpetuity, and in any and all media and forms of expressions now known or hereafter devised, including but not limited to all copyrights therein for the full term of such copyrights (and any and all extensions and renewals thereof), including but not limited to the following rights: a) to publish, distribute, sell, and generally exploit the Video Documentary, in all languages, whether in print, electronic, digital, audio, video, or any other form or format now known or hereafter discovered or created; b) to make and sell, and authorize others to make and sell, all translations, abridgements, excerpts, other editions, and other versions and derivatives of the Video Documentary, whether in print, electronic, digital, audio, video, or any other form or format now known or hereafter discovered or created; and c) to authorize use of the Video Documentary by others without compensation to 21stCentEd if, in the judgment of the 21stCentEd, such use may benefit the sale of the Video Documentary or of subsidiary rights in the Video Documentary.

 7.2 Notwithstanding the above paragraph 7.1, 21stCentEd grants SPS the right to fundraise and sell sponsorships, and the right to the proceeds of the Video Documentary.

7.3 21stCentEd acknowledges that the general ideas and concepts contained in the Video Documentary may be used by SPS in the normal course of day-to-day business.

Section 8: MISCELLANEOUS

8.1 Time is of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.



February 8, 2023

Dr. Stenette Byrd III
c/o Suffolk Public Schools
P.O. Box 1549
Suffolk, VA 23439

Dear Dr. Byrd,

I am pleased to inform you that TowneBank has approved support of Suffolk Public Schools (SPS) in the amount of \$25,000. This one-time gift is being made specifically to provide funds to help create and produce STEM Century: The SPS Edition book and documentary.

We are pleased to partner with Suffolk Public Schools as you work to integrate science, technology, engineering, and math experiences into the learning objectives and curriculum for students. Exposure to these fields is increasingly important in a world that is being transformed by artificial intelligence, robotic automation, and other emerging technologies. As a Partner-In-Education, we commend you on creating this innovative experience for students within SPS, as well as neighboring school systems.

On behalf of Michelle Butler, Jerry Kent and our entire TowneBank family, it is my pleasure and privilege to provide this sponsorship to Suffolk Public Schools along with my most sincere wish for a successful launch of the STEM Century: The SPS Edition book and documentary.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Robert Aston, Jr.'.

G. Robert Aston, Jr.
Executive Chairman