

CONTRIBUTOR AGREEMENT

AN AGREEMENT, dated as of June 22, 2021, between **PEARSON EDUCATION, INC.** ("Publisher") a Delaware corporation, with offices at 221 River St, Hoboken, NJ 07030, and Williamson County, Texas ("Contributor" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body.

1. Subject to the terms and conditions set forth in this Agreement, Contributor hereby agrees to prepare the materials described in Exhibit A annexed to this Agreement ("Materials") for inclusion in one or more products prepared by or on behalf of Publisher (and any revisions, new editions or other versions thereof) (the "Works"). Exhibit A is hereby incorporated herein.

2. Contributor shall perform all services (the "Services") necessary to deliver to Publisher (or such other such person designated by Publisher) on or before the applicable delivery dates set forth on Exhibit A annexed hereto the complete and final Materials in length, style, content and form satisfactory to Publisher, in its editorial and marketing judgment. Contributor agrees to reasonably cooperate with Publisher in developing and completing satisfactory marketable Works by revising the Materials as requested by Publisher. Publisher shall have no obligation to publish any of the Materials, in any of the Works or otherwise. Time is of the essence in connection with the delivery of the Materials.

3. In full consideration for all Services rendered and Materials provided by Contributor hereunder and for all rights granted or relinquished by Contributor, Publisher will pay Contributor the total fee, and in accordance with the payment schedule (if any), set forth in Exhibit A, upon Publisher's receipt and acceptance, in Publisher's editorial and marketing judgment, of the Materials.

4. Publisher shall own all rights, title and interest, throughout the world, in and to the Materials and all additions to, deletions from, alterations of, or revisions in, and each part of the Materials, and all other materials developed or furnished by Contributor hereunder (collectively, for purposes of the Agreement, the "Deliverables"). Without limiting the foregoing, Contributor hereby acknowledges that Contributor's work and services hereunder and all results thereof, including the Deliverables (collectively, the "Properties"), have been specially ordered or commissioned by Publisher for one or more of the purposes specified in the Copyright Act, 17 U.S.C. §§ 101 *et seq.* In the event any or all of the Properties are deemed not to be a "work made for hire," Contributor hereby irrevocably grants, assigns, transfers, releases and conveys to Publisher, in perpetuity and from the moment of creation of the applicable Properties, all right, title and interest in and to the Properties, as well as all intellectual property rights embodied in or pertaining to any of the foregoing, and the sole and complete right to reproduce, copy, publish, modify, customize, prepare derivative works of, exploit and/or otherwise use the Properties in perpetuity, throughout the world, in any and all languages, and in any and all formats and media, now known or hereafter created, alone or combined with other Publisher or third-party materials. Publisher shall be considered the author of the Properties for purposes of copyright, and Publisher shall have the sole and exclusive right to copyright the same which Publisher may do in its name, its trade name or the name of its nominee(s). Contributor shall have no ownership rights of any kind whatsoever with respect to the Properties. Contributor agrees to perform all lawful acts and to execute such further instruments as Publisher may request to evidence, establish, maintain or protect its rights in and ownership of the Properties. If Contributor refuses or fails to perform such acts or execute such instruments, Publisher may do so as Contributor's attorney-in-fact for such purpose. Contributor hereby waives, in favor of the Publisher, its successors, assigns and licensees, any and all claims that Contributor may now or hereafter have in any jurisdiction to so-called "moral rights" with respect to the results of Contributor's work and services hereunder (including, without limitation, the Properties).

5. The production of any still pictures, motion pictures, videotapes, photographs and sound recordings of Williamson County property or personnel that would be considered to be obscene pursuant to state and/or federal laws or any use of still pictures, motion pictures, videotapes, photographs and sound recordings of Williamson County property or personnel that would be defamatory to Williamson County shall be prohibited. In the event Publisher should use the still pictures, motion pictures, videotapes, photographs and sound recordings of Williamson County property or personnel for such purposes, such use

shall be deemed a material breach of this Agreement and Williamson County may avail itself of any remedies allowed at law or in equity.

6. Contributor is an independent contractor and shall be solely responsible for any expenses, unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments which may be required by federal, state or local law with respect to any sums paid Contributor hereunder. Contributor is not an employee of Publisher and shall not be entitled to participate in any benefit programs or plans of Publisher. Contributor shall not represent itself as a partner, joint venturer, agent, employee, franchisee, or representative of Publisher.

7. Publisher shall have the right to terminate this Agreement if Contributor fails to deliver any of the completed Materials by the delivery date(s) specified in this Agreement or if Publisher determines, in its editorial and marketing judgment, that the Materials are not satisfactory. In such event, Contributor shall immediately repay to Publisher sums paid Contributor under this Agreement, if any. In addition, Publisher may terminate this Agreement without cause at any time upon two (2) weeks prior written notice, in which event Publisher will pay Contributor for the reasonable value of the Materials and Services acceptably completed or performed but not previously compensated prior to Contributor's receipt of such notice. In no event will Contributor be entitled to receive more than the total amount of compensation provided for herein.

8. (a) Contributor shall not incorporate materials copyrighted by third parties into the Materials unless and until it obtains prior written permission from the copyright owner to use such third party materials to the full extent contemplated herein. Contributor shall deliver written permissions to Publisher when it delivers any Materials containing third party materials to Publisher. Publisher shall have the right to review such written permissions to ensure their acceptability. All costs associated with obtaining the permissions shall be borne by Contributor.

(b) Contributor shall not incorporate into the Deliverables any materials prepared by third parties, and specially ordered or commissioned by Contributor for incorporation in the Deliverables, without Publisher's prior written consent, and without first obtaining a written Release (as defined below) from the third party who prepared such materials. Contributor shall deliver such written Releases to Publisher when it delivers any Deliverables containing any such specially-commissioned third party materials to Publisher. Publisher shall have the right to review such written Releases to ensure their acceptability. All costs associated with having such materials prepared, and obtaining the Releases, shall be borne by Contributor. A "Release" shall be a document whereby the applicable third party assigns to Publisher, or relinquishes in favor of Publisher, all rights, title and interest in the applicable materials, and waives any and all moral rights with respect thereto in favor of Publisher.

9. (a) Contributor represents and warrants to Publisher that Contributor has full power and authority to enter into and perform this Agreement; that the Materials and Properties submitted hereunder will be original (except for material in the public domain or as to which permission has been obtained from the copyright owner), that the Materials and Properties will not contain any libelous or otherwise unlawful material or infringe any copyright or trademark rights or otherwise infringe any personal or proprietary right of any person or entity. The Contributor further represents and warrants that the Materials and Properties will not be injurious or otherwise harmful to person or entity.

(b) To the extent authorized under Texas law, Contributor will indemnify and hold harmless Publisher from and against any and all claims, suits, damages, costs and expenses, including reasonable attorneys' fees, that Publisher may sustain or incur by reason of any breach or alleged breach of any representation or warranty by Contributor. Publisher shall have the right to assume and control the defense of any such claim. Contributor will cooperate with Publisher and provide reasonable assistance in the defense against any such claim. The warranties and indemnities contained in this Paragraph shall survive termination of this Agreement.

10. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Contributor, the Williamson County Commissioners Court, or the Williamson County Judge.

11. Publisher shall have no obligation to publish any Materials and may, at its discretion, give Contributor credit for any or all Materials if it does, but the nature, format, prominence, precedence and location of such credit shall be determined by Publisher in its sole discretion. Publisher (and its licensees and vendees) may (but has no obligation to) use the Contributor's name, image and/or likeness in or on any work, products, publications and services that include the Materials in whole or in part and for promotional and advertising purposes therefor.

12. Contributor acknowledges that all information concerning the Deliverables, and the manner in which Publisher conducts its business, are requested to remain confidential and proprietary. . Specifically, all material submitted to the Williamson County presumptively becomes public property and subject to the Texas Public Information Act upon receipt. If Publisher does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Williamson County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by Publisher, Williamson County may choose to place such information on the Williamson County's website and/or a similar public database without obtaining any type of prior consent from Publisher.

To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13. This Agreement, including Exhibit A, sets forth the entire Agreement between Publisher and Contributor with respect to the subject matter, supersedes any prior agreements or understandings, oral or written, with respect to such subject matter, and may not be modified except in writing signed by both parties.

14. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS AS IF EXECUTED AND FULLY PERFORMED THERE, WITHOUT REGARD TO ITS PROVISIONS ON CHOICE OF LAW. EXCLUSIVE JURISDICTION AND VENUE OVER ALL DISPUTES HEREUNDER SHALL BE IN THE FEDERAL AND STATE COURTS OF THE STATE OF TEXAS LOCATED IN THE COUNTY OF TRAVIS.

15. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

16. The Publisher may freely assign this Agreement, in whole or in part. The Contributor may not assign, subcontract, or delegate its obligations under this Agreement, except that the Contributor may assign or otherwise transfer the right only to receive any amounts which may be payable to the Contributor for performance under this Agreement, and then only after receipt by the Publisher of written notice of such assignment or transfer.

17. In the event any provision of this Agreement (or portion thereof) is determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision shall be deemed to have been deleted from this Agreement, while the remainder of this Agreement shall remain in full force and effect according to its terms.

18. No waiver of any term or condition of this Agreement, or any breach of this Agreement, shall or shall be deemed to be a waiver of any other term or condition of the Agreement or of any later breach of the Agreement.

19. The County Judge or the presiding officer of Contributor's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of Contributor.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first set forth above.

PEARSON EDUCATION, INC.

By: _____
Name: **Kevin Wilson** Digitally signed by Kevin Wilson
Date: 2021.08.13 14:38:05 -04'00'
Content Manager – Health Sciences

Date: _____

WILLIAMSON COUNTY

By: 
Bill Gravell (Oct 7, 2021 11:52 CDT)

Print Name: **Bill Gravell**

Title: **County Judge**

Address: _____

Date: **Oct 7, 2021**

EXHIBIT A

I. Description of Materials

LIST OF PHOTOS (ONLY FOR EMS DEPARTMENT PERTAINING TO PARAMEDICS AND RELATED OPERATIONS)

II. Specifications Applicable to preparation of the Materials, including, where applicable, a time schedule for the delivery of segments and final manuscript and permissions.

Date of photoshoot to be determined between Publisher and Contributor.