



EFFECTIVE DATE: 4/14/2021

CONTRACT ISBN #: 9788671015370
EDITION CODE: ED3

VIRTUAL EVENT AGREEMENT

This Virtual Event Agreement (the "Agreement") is between Simon & Schuster, Inc. ("S&S"), on behalf of itself and as duly authorized agent for the Speaker (as defined in Section 1), and Arlington County School Board, operating as Arlington Public Schools ("Sponsor" or "APS"), with an address at 2100 Washington Blvd., Arlington, VA 22205. S&S and Sponsor are each referred to herein as a "Party" and together as the "Parties". S&S agrees to provide to Sponsor the services of the Speaker at the date, time, place and in accordance with the other terms set forth herein. The representative of Sponsor, in executing this Agreement on behalf Sponsor, warrants that (s)he signs as a duly authorized representative of Sponsor and does not assume any personal liability hereunder unless (s)he is in breach of the foregoing warranty.

SIMON & SCHUSTER INC. on behalf of itself
and as duly authorized agent for the Speaker:

Erin Simpson

Erin Simpson, Director

4/15/2021

Date:

Arlington Public Schools

David J. Webb

David, J. Webb, C.P.M.,
Procurement Director / Procurement Agent

April 15, 2021

Date:



1. Program Details

Speaker Name (the “Speaker”):	Jason Reynolds
Fee (the “Fee”):	\$8,000
Event Name (the “Event”):	High School <i>Stamped</i> Virtual Tour with Jason Reynolds
Event Date:	May 4, 2021
Platform (e.g. Zoom, Teams, etc.):	Virtual event via Microsoft Teams
Event Topic:	<i>Stamped</i>
Maximum Number of Event Attendees:	~500-1,000 high school students are expected to attend
Sponsor Contact:	Arron Gregory, Chief Diversity Equity & Inclusion Officer arron.gregory@apsva.us , 703-228-6269
Bureau Contact:	Erin Simpson, Director Erin.Simpson@simonandschuster.com , 212-698-7576
Speaker’s Books Available at Event:	As part of a grant, the Sponsor has already distributed 500 copies of <i>Stamped</i> and intends to purchase additional copies for students (exact number TBD)
Technical Requirements:	Sponsor to record Speaker’s presentation and share on an APS password- protected platform for 14-days post-event.
Additional Payment Terms:	Pursuant to Section 3, Sponsor shall pay S&S the Fee by no later than thirty (30) days after the Event Date.
Additional Speaker Activities:	10:10 AM (EST): Speaker to give 30-minute talk, followed by 15-minutes of Q&A

2. Speaking Engagement: S&S, through the Simon & Schuster Speakers Bureau (together with S&S, the “Bureau”), is acting in its capacity as booking agent for Speaker for the Event. Bureau shall secure Speaker’s availability and will handle all payments from Sponsor in connection with the Event. This Agreement must be executed by Sponsor and returned to the Bureau within seven (7) days of the date first set forth on the first page of this Agreement. Sponsor may not advertise or promote the Event in any manner until this Agreement has been fully executed. The Parties acknowledge that Speaker is an independent contractor and is not an employee, partner, joint venture or agent of either Sponsor or Bureau. The Parties acknowledge and agree that Bureau shall not be responsible in any way for Speaker’s acts, omissions, statements or any commitments made by Speaker or Sponsor. The Parties agree that Speaker shall have sole and exclusive control over the production, presentation, and performance of his or her services in connection with the Event hereunder, including, without limitation, the details, means, and methods of the performance. Sponsor further acknowledges and agrees that for a period of five years following the Event, Sponsor shall book any spin-off or subsequent events with Speaker exclusively through the Bureau and all terms for such events shall be negotiated with Bureau only.

3. Payment: As this Agreement removes Speaker from the marketplace on the date(s) of the Event, unless otherwise specified in Section 1, Sponsor shall pay the Bureau the Fee balance by no later than thirty (30) days after the Event Date. Timing of payment is of the essence. If a payment is not received by the applicable due date set forth in this Agreement, non-payment constitutes a material breach of this Agreement by Sponsor.

4. Cancellation by Sponsor: If the Event is cancelled by Sponsor more than 60 days prior to Event Date, the Deposit shall be forfeited and shall be due and payable immediately by Sponsor to the extent not already paid. If Sponsor cancels the Event within sixty (60) days or less of the Event Date, the full Fee will become due and payable immediately by Sponsor. For the avoidance of doubt, cancelling the Event due to an insufficient number of attendees will not relieve the Sponsor of its obligations to fulfill its financial obligations under this Agreement.

5. Cancellation by Speaker: In the event the Speaker must cancel the Event or is otherwise unable to appear or perform its obligations hereunder for any reason beyond the control of the Speaker, including, without limitation, illness, unforeseen emergency or overriding professional responsibility (which, for the avoidance of doubt, would not include a speaking event at another venue), the Bureau and Speaker will not have any liability for the expenses or losses incurred by the Sponsor. The Bureau will attempt to provide a comparable Speaker who is acceptable to the Sponsor or reschedule the Event to a mutually agreeable date. The Bureau agrees to refund the Sponsor, within thirty (30) days of the cancelled Event, the Deposit received from the Sponsor in the event Speaker cancels the contract and the Bureau cannot provide a comparable speaker who is acceptable to the Sponsor or reschedule the Event to a mutually agreeable date. In the event Speaker is delayed, but arrives and presents her/his program in full, the Sponsor shall pay the Fee and other charges due hereunder to the Bureau.

6. (Intentionally deleted).

7. Event Requirements: The Sponsor shall provide a suitable digital conference platform for the Event and all necessary support to access the platform. The Speaker will be equipped with their own device and an internet connection for the Event. Any material change in the nature of the Event, including, without limitation, changes to the venue, the number of Event attendees, or the purpose of the Event as defined in Section 1 shall constitute a breach of this Agreement unless agreed to in writing by the Bureau. No additional appearances or activities shall be expected of the Speaker unless expressly contained as a part of this Agreement or agreed to later in writing by the Parties. The Fee is understood to be for the Event only as outlined in Section 1.

8. Recording/Endorsements: For a live virtual Event, the Sponsor may broadcast the Speaker’s virtual appearance on the Platform, provided it is secure. For a pre-recorded virtual Event, the Speaker’s pre-recorded presentation may be broadcast at the time of the Event on the Platform, provided it is secure, but the presentation may not be edited or changed in any way without Bureau’s written

permission (email sufficient). Unless outlined in Section 1, the Sponsor shall not, without the express written consent of the Bureau, which may be withheld in the Bureau's sole discretion, (a) to record the Event, including the Speaker's presentation, by any means, including without limitation audio-taped, video-taped, or broadcast in any form or length, and/or (b) use Speaker's name and likeness in connection with any endorsements of any kind. If permission of the audio and/or video recording of the Event for the Sponsor's archival purposes is given, a copy of any video or audio recording must be sent to the Bureau. Sponsor shall notify all attendees that recording of the Event is strictly prohibited.

9. Intellectual Property: Speaker and Bureau, as applicable, shall retain any and all intellectual property rights to the materials that are provided to Sponsor to use in connection with the advertising, promotion, and publicity of the Event, including but not limited to logos and marks, Speaker biographical information, book covers, and photos of Speaker (collectively referred to as "Promotional Materials"). Sponsor shall use only the biographical material and photos contained in the Promotional Materials when advertising or promoting the Event, unless otherwise approved by Bureau in writing (email sufficient). All advertising, promotion and publicity for this Event shall include the words: "For more information on this Speaker please visit www.simonspeakers.com."

In addition, Speaker and Bureau, as applicable, shall retain any and all intellectual property rights to the materials that Speaker uses during the Event, including but not limited to participant materials, presentations, photographs, and any other materials (collectively referred to as "Presentation Materials").

The Sponsor shall obtain no rights to the Promotional Materials or Presentation Materials unless specifically agreed to by Speaker or Bureau, as applicable, in writing.

10. Books: The Sponsor shall arrange to have copies of Speaker's frontlist and/or backlist titles available for purchase and/or giveaway at the Event. The Sponsor agrees to either: (a) purchase copies of the Speaker's book(s) from a mutually agreed upon retailer for distribution or re-sale to attendees either on-site or online; (b) arrange for an adequately staffed local bookseller to sell copies of Speaker's book(s) on-site or online, or (c) arrange to purchase copies of Speaker's book(s) from Simon & Schuster, Inc. for distribution or re-sale to Event attendees on-site or online.

11. (Intentionally deleted).

12. Material Breach/Termination. In the event the Sponsor refuses or neglects to perform any of its obligations stated herein, and/or fails to make any payment required herein, Speaker shall have the right to refuse to perform this Agreement, and the Bureau shall retain any amounts paid to the Bureau by Sponsor, and Sponsor shall remain liable to the Bureau for the agreed upon compensation. Moreover, the Bureau shall have the right to cancel this engagement by providing notice to the Sponsor, and to retain any amounts theretofore paid to the Bureau by the Sponsor, and the Sponsor shall remain liable to the Bureau for the agreed compensation herein set forth.

13. Taxes: As an independent contractor, Speaker shall be solely responsible for all federal and local income and other taxes (including, without limitation, Social Security and Medicare) that are due on the income received by Speaker for the services performed hereunder. It is understood that the Sponsor may be required by law to withhold state and local income taxes in certain U.S. jurisdictions and to withhold foreign income taxes in certain foreign countries. These taxes will be withheld only as required from the fees due Speaker and remitted directly to the jurisdiction by the Sponsor on the Speaker's behalf. An itemized statement shall be provided in a timely manner to Bureau that shall include the exact amount of any and all taxes withheld, the date of payment and the entity to which payment was made. The Sponsor shall be solely responsible for any sales taxes, admission taxes, user fees or other charges, taxes or fees of whatsoever description levied by the jurisdiction in which the Event takes place.

14. (Intentionally deleted).



15. (Intentionally deleted).

16. Other provisions. The Parties are independent contractors with respect to this Agreement and nothing shall constitute a partnership, joint venture, agency or employee/employer relationship. Neither Party shall be liable for any representation, act or omission of the other contrary to the provisions of this Agreement. Should any provision of this Agreement be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity. The captions provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision thereof. The following provisions of this Agreement survive any termination or expiration hereof and remain in full force and effect: Sections 9, 11 12,13,14,15, 16 and 17.

17. Entire Agreement. This Agreement may be executed in one or more counterparts each of which will be deemed an original but all of which together will constitute one instrument. In the event that the Sponsor requires a rider/separate document to be executed in addition to this Agreement, the terms of this Agreement shall prevail in the event of a conflict regardless of the date of execution of the documents. This Agreement and any Sponsor provided rider/document set forth the entire understanding between the Parties and it may not be altered, changed, modified or waived, in whole or part except by amendment in writing signed by both Parties.

18. Arlington Public Schools Purchase Order Terms and Conditions.

The Arlington Public Schools (APS) Purchase Order Terms and Conditions ("APS PO Ts&Cs"), attached hereto as Exhibit A shall supplement the terms of this Agreement. Where there is an inconsistency between the APS PO Ts&Cs and the terms of this Agreement, the APS PO Ts&Cs shall take precedence. Capitalized terms not defined in the APS PO Ts&Cs shall have the meaning ascribed to them in this Agreement.

EXHIBIT A
Arlington Public Schools (APS) Purchase Order Terms and Conditions (“APS PO Ts&Cs”)

1. DEFINED TERMS

Capitalized terms not defined in these APS PO Ts&Cs shall have the meaning ascribed to them in the Virtual Event Agreement (the “Agreement”) to which this Exhibit A is attached.

2. [RESERVED]

3. FORCE MAJEURE

Neither Party shall be held responsible for failure to perform the duties and responsibilities imposed upon it by these APS PO Ts&Cs or the Agreement if such failure is due to fires, riots, rebellions, natural disasters, pandemics, epidemics, wars or an act of God beyond the control of the Party that makes performance impossible or illegal, unless otherwise specified in these APS PO Ts&Cs or the Agreement.

4. [RESERVED]

5. [RESERVED]

6. [RESERVED]

7. [RESERVED]

8. [RESERVED]

9. [RESERVED]

10. PAYMENTS TO SUBCONTRACTORS

The Bureau agrees to make payments to subcontractors in accordance with Virginia Code Section 2.2-4354.

11. INVOICES

Mail invoices, as applicable, to:

Arlington Public Schools
Finance Office
2110 Washington Blvd.
Arlington, VA 22204
aps.payables@apsva.us

12. TAXES

APS is exempt from the payment of any federal excise or any Virginia Sales Tax. The price must be net, exclusive of taxes. However, when under established trade prices, any federal excise tax is included in the list price, the Bureau may quote the list price and show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by APS. The APS Federal Tax I.D. is 54 6001128.

13. PURCHASE ORDER REQUIREMENT

Bureau shall not commence work until an approved purchase order or change order has been issued by the Procurement Agent, except where permitted either by the Procurement Resolution (located at <https://www.apsva.us/wp-content/uploads/2020/07/Procurement-Resolution-July-01-2020.pdf>) or the underlying Public Contract (as defined in the Virginia Public Procurement Act, Section 2.2-4300) to which the purchase order or change order is the approval to commence work or modify it. A Public Contract is not considered to be fully executed unless it has been signed by the APS Procurement Agent, or his designee, and the vendor.

In situations where work has commenced prior to a purchase order or change order being approved, and it is determined the commencement of work without a purchase order or change order is not permitted by the Procurement Resolution or the underlying Public Contract, requests for payment received from the vendor for work performed prior to the date of a purchase order or change order being approved, may be rejected by the Procurement Agent and considered an Unauthorized Purchase (as defined in the Procurement Resolution).

The vendor's sole recourse shall be as provided by the underlying contract and the applicable provisions of the Virginia Public Procurement Act. APS will not be liable for payment of any purchases made by its employees without appropriate procurement authorization issued by APS Procurement Agent.

14. [RESERVED]

15. APPROPRIATION OF FUNDS

All funds for payments by APS under these APS PO Ts&Cs or the Agreement are subject to the availability of an annual appropriation for this purpose by the Arlington County School Board. In the event of non-appropriation of funds by the Arlington County School Board for the goods, services, professional services, construction or insurance provided under the Agreement or changes thereto the Agreement will terminate automatically without termination charge or other liability to APS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the purchase covered by the Agreement is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of the Agreement, cancellation will be accepted by the Bureau on thirty (30) calendar days prior written notice, but failure to give such notice shall be of no effect and APS shall not be obligated under these APS PO Ts&Cs or the Agreement beyond the date of termination other than to make payment for delivery or performance prior to notice of termination.

16. [RESERVED]

17. **[RESERVED]**

18. **[RESERVED]**

19. **[RESERVED]**

20. **CONTRACTUAL DISPUTE**

Contractual disputes shall be handled in accordance with Article 7-107 of the Arlington Public Schools Procurement Resolution.

21. **ARBITRATION**

It is expressly agreed that nothing under these APS PO Ts&Cs or the Agreement shall be subject to arbitration.

22. **SEVERABILITY**

The sections, paragraphs, sentences, clauses and phrases of these APS PO Ts&Cs are severable, and if any phrase, clause, sentence, paragraph or section of these APS PO Ts&Cs shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these APS PO Ts&Cs.

23. **[RESERVED]**

24. **AUTHORITY TO TRANSACT BUSINESS**

The Bureau must be in compliance with all applicable Arlington County business license requirements. If Bureau is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, it must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by law. The proper legal name of the firm or entity and the identification number issued to the Bureau by the State Corporation Commission must be included in all invoices. Any vendor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law, or not required to have an Arlington County business license, shall include in its first invoice a statement describing why the vendor is not required to be so authorized and licensed. APS may require documentation which clearly supports any of the forgoing representations of the Bureau. Failure to provide such documentation within the time requested shall be grounds for cancellation of the Agreement with no responsibility of APS to make payment of any kind, regardless of performance provided. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

25. **COMPLIANCE WITH ALL REQUIREMENTS**

Both Parties shall comply with all applicable Federal, State and Local laws, codes and regulations and shall give all notices and obtain all permits required thereby.

26. **INDEMNIFICATION**

The Bureau covenants to save, defend, hold harmless, and indemnify Sponsor, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "Indemnified Parties ") from and against any and all third-party claims and associated losses, damages, injuries, fines, penalties, costs (including court costs and reasonable attorney's fees), charges, liability, or exposure, however caused, resulting from or arising out of Speaker's performance or nonperformance in relation to the Event, at except for those resulting from or arising out of a breach of these APS PO Ts&Cs or the Agreement by, or the negligence or willful misconduct of, an Indemnified Party. This indemnification shall survive the completion of the Agreement. In no event will the Bureau be liable to the Indemnified Parties for any consequential, incidental, indirect, punitive or special damages (including loss of profits, business or good will) in connection with or otherwise under these APS PO Ts&Cs or the Agreement, whether or not liability is based on breach of contract, tort, or any other legal theory, even if Bureau has been advised of the likelihood of such damages.

27. **GOVERNING LAW**

These APS PO Ts&Cs and the Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of laws principles, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court.

28. **ARLINGTON PUBLIC SCHOOLS EMPLOYEES**

No employee of APS shall be admitted to any share or part of these APS PO Ts&Cs or the Agreement or to any benefit that may arise from these APS PO Ts&Cs or the Agreement which is not available to the general public.

29. **ETHICS IN PUBLIC CONTRACTING**

The provisions contained in Article 9 of the Procurement Resolution apply to all APS agreements. The provisions of Article 9 supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

30. **FAITH BASED ORGANIZATIONS**

APS does not discriminate against faith-based organizations.

31. **IMMIGRATION REFORM AND CONTROL ACT**

In accordance with § 2.2-4311.1 of the Code of Virginia, the Bureau certifies that, to the extent applicable, it has not, and will not during the performance of the Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

32. HIPAA COMPLIANCE

To the extent applicable to Bureau, Bureau shall comply with all applicable legislative and regulatory requirements of privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

33. CERTIFICATION REGARDING CRIMINAL CONVICTIONS

The Bureau agrees, and will ensure the Speaker agrees, to comply with Virginia Code 22.1-296.1. The Bureau agrees that the Speaker will provide certification that the Speaker, has not been convicted of a felony or of any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Bureau will ensure that the Speaker, upon demand from APS, provides all information which allowed for the Speaker's certification.

34. ASSIGNMENT

The Bureau shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under the Agreement, without the prior written consent of APS, which shall not be unreasonably withheld or delayed.

35. [RESERVED]

37. EMPLOYER DISCRIMINATION BY VENDOR PROHIBITED

During the performance of the Agreement, the Bureau agrees as follows:

- A. The Bureau will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Bureau. The Bureau agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause or language substantially similar.
- B. The Bureau, in all solicitations or advertisements for employees placed by or on behalf of the Bureau, will state that the Bureau is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Bureau will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. To the extent applicable to Bureau's performance under the Agreement, the Bureau will include the provisions of the foregoing sections in every subcontract or purchase order of over \$10,000 related to the Agreement, so that the provisions will be binding upon each subcontractor or vendor.
- F. If Bureau seeks subcontractors, suppliers and vendors to perform work under the Agreement, the Bureau shall encourage the participation of small businesses, women-owned businesses, minority-owned businesses, service disabled veteran-owned businesses and employment services organizations. At a minimum, for any portion of the work the Bureau is not going to perform with its own forces, the Bureau shall contact the Commonwealth of Virginia Department of Minority Business Enterprise to obtain a list of certified businesses in these categories available to perform such work or provide such materials or equipment. The Bureau shall directly solicit bids from at least one certified business in each category to perform such work or provide such materials or equipment, but shall not be obligated to give any preference to any such business in the award of subcontracts or materials/equipment supply subcontracts. Identification and direct solicitation of other such businesses by other means is strongly encouraged. The Parties acknowledge and agree that Bureau will not be utilizing any subcontractors, suppliers, and/or vendors to perform work under the Agreement.

38. DRUG-FREE WORKPLACE TO BE MAINTAINED BY BUREAU

To the extent applicable to the services being provided pursuant to the Agreement, during the performance of the Agreement, the Bureau agrees to:

- A. Provide a drug-free workplace for the Bureau's employees;
- B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Bureau's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- C. State in all solicitations or advertisements for employees placed by or on behalf of the Bureau that the Bureau maintains a drug-free workplace; and to the extent applicable to Bureau's performance under the Agreement, include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000 related to the Agreement, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a vendor in accordance with these APS PO Ts&Cs, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

39. SMOKING PROHIBITED

Any building or open area owned by APS wherein or whereon a vendor is performing a contract is either an educational facility or a public place as defined by Va. Code Ann. §15.2-2820. There shall be no smoking as defined by Va. Code Ann. §15.2-2820 and including e-cigarettes or similar apparatus at any time in any educational facility, building or open area owned by APS. It is the responsibility of the vendor to enforce this prohibition. The Parties acknowledge and agree that all services are being performed remotely and not in any building or open area owned by APS or in an educational facility or a public place as defined by Va. Code Ann. §15.2-2820.

40. CONFIDENTIAL INFORMATION

Unless prohibited by applicable law, the Parties, and their respective employees, agents, and subcontractors, hereby agree to hold as confidential all information of the other Party obtained as a result of its work under the Agreement. Confidential information includes, but is not limited to, nonpublic

personal information, personally identifiable health information, social security numbers, proprietary systems, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the Parties. The Parties shall take reasonable measures to ensure that all of their respective employees, agents, and subcontractors are informed of, and abide by, this requirement.

41. **ADDITIONAL TERMS AND CONDITIONS**

Except for the Agreement, any additional Bureau or APS terms and conditions included or referenced in any documentation or website, shall not be considered to be and will not be considered to be a part of these APS PO Ts&Cs or the Agreement.

42. **CONTRACTOR PROHIBITED IN ASSISTING PERSON FOR NEW JOB IF ENGAGED IN MISCONDUCT WITH MINOR**

As a condition of being awarded a contract, or contract renewal, the Bureau acknowledges it is prohibited from assisting the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, in obtaining a new job if the Bureau knows or has probable cause to believe that the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, engaged in sexual misconduct regarding a minor or student in violation of law.

43. **ORDER OF PRECEDENCE**

Where there is an inconsistency between these APS PO Ts&Cs and the terms of the Agreement, these APS PO Ts&Cs shall take precedence.



Exhibit B

Speaker Certification

Regarding Criminal Convictions

The completed form from the Bureau, as duly authorized agent for the Speaker, is a condition precedent to the award of the contract.

I, the Speaker, certify that I have not been convicted of:

1. A felony or of any offense involving the sexual molestation, physical or sexual abuse, or rape of a child;
2. A sexually violent offense as defined in Va. Code Ann. § 9.1-902;
3. Any of the offense listed below occurring on or after July 1, 2006 in which the offender was more than three years older than the victim, when the offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan to commit, (i) abduction or kidnaping in violation of Va. Code Ann. § 18.2-47 or § 18.2-48, (ii) burglary in violation of Va. Code Ann. § 18.2-89, (iii) entering a dwelling house with intent to commit crimes in violation of Va. Code Ann. § 18.2-90 or Va. Code Ann. § 18.2-91, or (iv) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2., or (v) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof:
 - a. Rape of a child under 13 in violation of Va. Code Ann. § 18.2-61;
 - b. Forcible sodomy with a child under 13 in violation of Va. Code Ann. § 18.2-67.1; or
 - c. Object sexual penetration with a child under 13 in violation of Va. Code Ann. § 18.2-67.2; or
4. A conviction for a crime of moral turpitude.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor shall result in the revocation of this contract and of any related license that I may hold. I declare under penalty of perjury that the foregoing statements are true and correct.

This form must be completed by an individual, or authorized agent for any individual, contracted to provide services under a contract with the Arlington Public Schools or any of its schools or departments, or any subcontractor under such contractor. Capitalized terms not defined in this Speaker Certification shall have the meaning ascribed to them in the Virtual Event Agreement to which this Exhibit B is attached.

Jason Reynolds

Name of Speaker

Erin Simpson

Signature as duly authorized agent for Speaker

1230 Avenue of the Americas
New York, NY 10020

Address of entity signing as agent

Erin Simpson, Director

Name and Title of signer (please type or print)

212-698-7576

Telephone

4/15/2021

Date

End of Exhibit B