MEMORANDUM OF UNDERSTANDING for MEMBERSHIP

BETWEEN

AND

EDSAFE AI ALLIANCE

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into by the EdSAFE AI Alliance, a community managed by the non-profit organization DXtera Institute, Inc, with offices at 55 Court Street, Suite 200, Boston, MA USA 02108 USA ("ESAA or Alliance") and
_____[Insert full legal name of Organization], with main offices at _____[insert office address] ("Organization") (collectively, Ed Safe AI and Organization are referred to as "Parties"). The purpose of this MOU is to set out the common goals and the supporting activities of each organization. This MOU is effective as of the date the last of the Parties signs ("Effective Date").

II. BACKGROUND

EdSAFE AI Alliance was initiated by Riiid and the DXtera Institute to create standards, certification levels, and processes for applying for certification related to the safe use of Artificial Intelligence (AI) - enabled learning tools. The Alliance emerged from DXtera's AI in Education Community, which has focused its efforts on how to enable open infrastructure, adapters for anonymization of data, data management capabilities to host large open datasets for use by third parties, and an interest in applying DXtera's specifications to create realistic simulated data.

III. PURPOSE

The purpose of the EdSAFE AI Alliance is to (1) serve the AI-ed field as leaders, making the use of AI in education more secure, effective and user friendly over time, (2) advocate on behalf of students for rules that protect their right to privacy while supporting the creation of tools and resources that will improve learning and close gaps in equity and achievement, and (3) foster collaboration and innovation to ensure that AI produces user-friendly, human-centered resources that are helpful to all learners, and to those who teach and mentor them.

IV. MEMBERSHIP LEVELS AND FEES

In the following table, please select the level of commitment for which you or your organization is joining into the EdSAFE AI Alliance. The membership will be for no less than a three-year commitment with the costs listed in the table below representing the annual costs for membership.

("X")	Level	Annual Cost	Description
	Founder's Circle	$50,000	Members of the Founder's Circle include the organizations that worked together to create the EdSAFE AI Alliance, and other parties that provide financial support or other support to sustain and advance the Alliance. Representatives of this level will be considered to serve on the Steering Committee. Representatives of the Founder's organization will be able to serve on, and guide, other ESAA decision-making bodies and work-groups, and will advise and guide standards research and development.
	Builder's Circle	$15,000	The Builder's Circle Level is responsible for actively launching, leading and participating in the EdSAFE AI Alliance Leadership Council, work-groups and other bodies. Builder's Circle members will provide feedback and communication across the membership, give timely and informed advice to the Alliance Steering Committee on matters of broad importance, and will be considered for representation on the Steering Committee. Representatives will serve as leaders or participants of work-groups or other bodies, and help define scope of activity that is to be completed by the Alliance.
	Ambassador's Circle	$7,500	Ambassadors will have an active role, voting and voice in work-groups and may be asked to facilitate work-group activities. They will serve as advocates with the diverse array of stakeholders that we hope will benefit from the responsible use of AI and may be considered to serve on the Advisory Council. They will support and advocate for the mission, goals, and vision of the EdSAFE AI Alliance. A representative of this level will be invited to serve on the Steering Committee and some representatives will be invited to serve on the Leadership Council.
	Mission Supporter	$5,000 *	This category is designed for work-group participants and/or mission-aligned members who are dedicating resources and energy to ameliorating similar issues in education. Participants at this level will be engaged in direct participation as voting members in work-groups, will lead collaborative activities or events and be kept informed about the work of the Alliance. The Steering Committee will determine mission supporter designation for any applicant. * This level of membership enables support to be provided through a combination of direct payment and alternative contributions, which would be determined prior to completing the MOU. This contribution would be documented by the Parties in a First Amendment to this MOU. A representative of this level will be invited to serve on the Steering Committee and some members of this level will be invited to serve on the Leadership Council.
	Sponsor	$25,000 and above	Sponsors will work with the Alliance Steering Committee to contribute resources to support the events, work-groups and activities of the ESAA. The exact amount of the annual contribution will be determined that is commensurate with the desired scale of impact. Support contributed in this category also enables mission supporters to be directly engaged in the ESAA activities. Sponsorship amounts are greater than $25,000 per year.

Payment for Membership in the EdSAFE AI Alliance is due upon execution of this MOU for the initial year or portion thereof, and within thirty (30) days of the start of each calendar year thereafter. Payment is in United States dollars and shall be made by check or wire transfer. Payment for the subsequent years is due in full by December 1, of the previous year. For example, for the first payment cycle for the 2022 year the payment is due by December 1, 2021.

V. SUPPORTING ACTIONS

In the interest of advancing the goals of the Alliance, Organization agrees to the following during their membership term:
- Allow use of name and logo in all promotional and online materials.
- Promote awareness of the EdSAFE AI Alliance.
- Participate in convenings, events, work-groups and meetings.
- Join in the preparation and delivery of presentations related to EdSAFE AI, as invited and able.
- Assist in pursuing funding from public agencies, corporate affiliates or philanthropic entities to meet the needs of the Alliance.
- Contribute the annual membership fee and additional resources to achieve the goals.
- Participate and promote research and projects to support the goals of EdSAFE AI.
- Pledge to work responsibly in the public interest, and commit to incorporating the standards established by the Community into the products and services they create and make available.

VI. DXTERA MEMBERSHIP AND ALLIANCE STEERING COMMITTEE

DXtera is a non-profit consortium with active members around the world. Our consortium includes some of the brightest minds in education and technology, who all work together to solve critical higher education issues on a global scale. In close collaboration with our members, DXtera provides solutions, technical services, and community support in the areas of next-generation education systems, data management, and integration solutions.

DXtera hosts specialized communities within the membership organization to support a group of collaborators driven to solve complex challenges within education. The EdSAFE AI Alliance is one of these communities. The EdSAFE AI Alliance will be developed, governed and led by a steering committee. A representative of the Steering Committee will be appointed to the DXtera Board of Directors to provide a direct line of engagement and communication with the DXtera Board of Directors.

Membership on the Steering Committee is limited and will include, at a minimum, DXtera and Riiid representatives, along with representatives of all levels of membership with at least one seat on the Committee. The Steering Committee is responsible for leading and developing the direction of the Alliance, with input from the Leadership Council, Ambassadors, and other experts in the field. The Steering Committee will set the agenda and goals, serve as voting members of the Alliance governance structure, approve membership within the Alliance and lead the creation and promotion of conditions that will help the AI-ed field develop in ways that advance the interests of equity for all people.

As part of this MOU, the Organization will receive a comparable level of DXtera Membership that provides access to additional open source tools, services and technical assistance. Additional terms and conditions applicable to this DXtera Membership are fully incorporated herein and located at: http://dxtera.org/terms-conditions/.

VII. CONFIDENTIALITY

Each Party shall maintain confidentiality of all confidential or proprietary information disclosed by the other Party hereunder (collectively, "Confidential Information"), and without obtaining the written consent of the disclosing Party, the receiving Party shall not disclose any Confidential Information to any third parties, except for the information that: (a) is proven to have been known to the receiving Party prior to receipt of such information from the disclosing Party; (b) is disclosed by a third party having the legal right to disclose such information and who owes no obligation of confidence to the disclosing Party; (c) is now, or later becomes, part of the general public knowledge, other than as a result of a breach of this Amendment by the receiving Party; or (d) is independently developed by the receiving Party without the use of any Confidential Information. Disclosure of any Confidential Information by the employees, officers, representatives, staff members or agencies hired by any Party shall be deemed disclosure of such Confidential Information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

VIII. EFFECT OF MOU

This MOU will not be interpreted to limit, supersede, or otherwise affect either party's normal operations or decisions in carrying out its mission or statutory or regulatory duties. This agreement does not restrict the parties from participating in similar activities or arrangements with other entities.

IX. TERM

This original MOU is for the level indicated above for the duration of three plus calendar years (2022, 2023 and 2024). This MOU will be automatically renewed for the following calendar year until such a time as either of the parties decides to end this MOU by giving 90 days written notice to terminate. All terminations will be effective at the end of a calendar year unless otherwise specified in the termination notice from the Alliance. No refunds shall be given for a membership terminated prior to the end of a term.

X. COUNTERPARTS

This MOU may be signed in counterparts, each of which shall be deemed an original, and which taken together constitute one agreement. A signature delivered by PDF format, facsimile, or other electronic means shall be considered an original.

XI. GOVERNING LAW

This MOU shall be construed in accordance with the laws of the State of Massachusetts in the United States of America, without regard to conflict of laws.

XII. LIABILITY

In no event shall either Party be liable to the other for loss of profits, loss of revenue, or indirect, special, punitive, or consequential damages.

XIII. INTELLECTUAL PROPERTY/TRADEMARKS

We should note that Intellectual Property (IP) will be determined for any specific item that is developed to bring to the market with the work of the ESAA. For any specific item that the community of Members brings to the market there will be a separate agreement. The EdSAFE AI name and all components are managed by the DXtera Institute. These items existing and to be developed by the community of Members will be governed under an ECL 2.0 license, which is typically utilized by DXtera, until a separate agreement for an item is developed.

Each party grants the other the right to use its logo for the purpose of promoting the alignment, communications and coordination activities covered by this agreement.

XIV. SIGNATURES

THE SIGNER BELOW IS DULY AUTHORIZED TO SIGN ON BEHALF OF THE ENTITY FOR WHICH HE/SHE IS SIGNING AND HEREBY ACCEPTS AND AGREES TO THIS MEMORANDUM OF UNDERSTANDING, INCLUDING ALL TERMS AND CONDITIONS, ON THE PARTY'S BEHALF:

Organization

Signature:

Printed Name:

Title:

Date:

EdSAFE AI ALLIANCE

Signature:

Printed Name:

Title:

Date: