



*Shape the future through great learning experiences!*

# **Mobile Newton Room Agreement**

07.01.2025

By and between

FIRST Scandinavia  
Sandhorngata 43, 8008 Bodø, Norway

(hereafter referred to as "Party 1")

And

Parque Científico y Tecnológico Cartuja, S.A.  
Pabellón de la UE. Calle Isaac Newton, s/n. PCT Cartuja 41092 Sevilla.  
(hereafter referred to as "Party 2")

("Party 1" and "Party 2" are hereinafter referred to as the "Parties")

The Mobile Newton Room Agreement safeguards the rights and obligations of the event partner who organises and operates Mobile Newton Rooms, and FIRST Scandinavia as the owner and operator of the Newton Concept.

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## Preamble

The following words shall have their defined meaning and shall be an integral part of this agreement.

- “Agreement” shall mean this agreement including any appendices referred to and attached hereto and any amendments subsequently agreed upon in writing between the Parties.
- “FIRST Scandinavia” (FS) shall mean the non-profit foundation FIRST Scandinavia, where the abbreviation FIRST stands for For Inspiration and Recognition of Science and Technology. FS is the owner of the Intellectual Property Rights, hereunder the Newton Trademarks, and/or other rights for Newton.
- “The Newton Team” shall mean the team organised by FS to work on the specific MNR project.
- “Newton Modules” shall mean the educational programming offered in the Newton Rooms. They are designed, developed, and quality-assured through careful collaboration between Newton’s own pedagogical team, local teachers in each community, and leading education experts. Each module is a thematic and practical lesson aimed at achieving both specific learning outcomes and a positive learning experience for the learners.
- “Newton Teachers” shall mean qualified educators responsible for organising and facilitating STEM learning experiences for primary and secondary school students in a Newton Room.
- “Newton Flight Instructors” shall mean qualified flight simulator instructors responsible for facilitating STEM learning experiences within the Newton Module “Up in the Air with Numbers” in a (Mobile) Newton Room.
- FS has developed the Newton Concept focusing on hands-on and practical education programs to stimulate young people's interest and knowledge in Science, Technology, Engineering, and Mathematics (STEM) subjects. The Concept consists of a system and infrastructure for developing, documenting, and sharing quality assured Newton Modules and effective operation of Newton Rooms where the Newton Modules are taught to visiting school classes by trained and certified Newton Teachers.
- FS and Newtonroom gGmbH have partnered to build and adapt the Newton Concept globally to enable cross border sharing of high-quality and engaging STEM education programs and Newton Modules.
- The Newton Room have partnered with Boeing, Consejería de Universidades, Investigación e Innovación de la Junta de Andalucía and Cartuja STP to deploy the Newton Room in Andalusia. Cartuja STP's mission is to promote activities aimed at integrating different areas of the Park,

such as cultural, scientific-business, university, or leisure activities, for the benefit of PCT Cartuja. It will act as the local partner to deploy the Newton Room in Andalusia.

## 1. Parties to the Agreement

1. FIRST Scandinavia, Sandhorngata 43, 8008 Bodø, Norway, Org. Nr. 982587190
2. Parque Científico y Tecnológico Cartuja, S.A., Pabellón de la UE, calle Isaac Newton s/n. 41092 Sevilla

NOW THEREFORE, the Parties agree to the terms and conditions stated in this Agreement for Party 2 to be appointed as local partner and coordinator of the Newton Concept during the duration of this agreement.

## 2. General Information on the Agreement and Organisation Process

This agreement document governs the relationship between the above-mentioned parties, hereinafter referred to as “the Parties” in connection with the organisation and operation of the Mobile Newton Room in Sevilla, hereinafter referred to as “the Project”. The agreement confirms that Party 2 organises, prepares (insofar as agreed upon), and operates the Project during the agreement period in accordance with current guidelines in the Newton Concept, which is owned and operated by FIRST Scandinavia.

The purpose of this agreement is to ensure quality and continuity of the operation of the Newton Room product range as well as safeguarding the reputation of the Newton Concept. In this lies a well-functioning cooperation between the Parties. The Parties have a joint responsibility towards maintaining this cooperation.

The agreement applies from the date of signing to any termination OR the completion of the event in Sevilla in February and until the 15<sup>th</sup> of March 2025. The agreement applies from the date of signing to any termination OR the completion of the Mobile Newton Room project.

The following items will provide a baseline for the project:

### Project Documents

- The Mobile Newton Room (Introduction and Project Requirements)
- Mobile Newton Room Specifications and Technical Requirements
- Module Guideline
- Co-Branding Guidelines
- Transport Insurance
- Liability Insurance
- Local Newton Staffing Guidelines
- Project Schedule Template

## Schedule (estimated)

- Container Arrival: 29/02/2025
- Teacher Recruitment: November-December 2024
- School Invitations: December 2024
- Teacher Training: 03/02/2025-06/02/2025
- Operation Dates: 10/02/2025-11/03/2025
- Container Departure: Week 11/12 2025

## Scope of Work

### Party 1:

- Classroom Type: Mobile Newton Room consisting of two expandable containers (ISO 20'x8'x8'6"), each with an area of 35m<sup>2</sup>, providing a total STEM classroom size of 70m<sup>2</sup>. Necessary equipment and education material included within the containers.
- Education Module: "Up in the Air with Numbers (Half Day)
- Opening Ceremony planning, coordination with stakeholders, and promotion of the event (in case it is agreed by both Parties to have one).
- Website: Subsite under [www.newtonroom.com](http://www.newtonroom.com) domain for the Mobile Newton Room promotion and booking
- Marketing and Graphics: Brochures, social media, and press content for the Mobile Newton Room
- Teacher Training: two to three days of teacher training for Newton Teachers and Flight Instructors (if the selected module requires it) on the Newton Concept and the selected module
- Evaluation Documents: Surveys and impact assessment
- Payment of Newton Teacher and Flight Instructor to local service provider, limited to pre-approved cost budget.
- Payment of daily cleaning to local service provider, limited to pre-approved cost budget.

### Party 2:

- Project management: attending meetings, using Newton project management tool monday.com, coordinating with Party 1
- Venue complying with requirements established in the *Mobile Newton Room Specification and Requirements* document
- Opening Ceremony planning, coordination with stakeholders, and promotion of the event (in case it is agreed by both Parties to have one)
- Website: information on the Project and activity sign-ups in local language
- Newton Teacher and Flight Instructor recruitment (provider invoices FIRST Scandinavia)
- Local school identification and invitations
- Coordination for student transport, lunch, and refreshments (where necessary)
- Booking Mobile Newton Room daily cleaning (provider invoices FIRST Scandinavia)

### 3. Terms

- Party 2, as local partner and coordinator of the Mobile Newton Room, shall adhere to the Mobile Newton Room's applicable requirements at any time, as described in Section 5 and the Mobile Newton Room Introduction to Partners document.
- Party 1 will cover the costs for transportation and handling of the Mobile Newton Room furniture and equipment. Party 1 may require assistance from Party 2 in contacting local companies for transport and handling of furniture and equipment.
- Party 1 as the owner of the Newton Concept will provide marketing and graphic content within the Mobile Newton Room and its website. Any additional marketing and graphic content proposed by Party 2 shall be approved first by Party 1, and any costs derived from it shall be covered by Party 2.
- Party 1 will provide training for Newton Teachers and Flight Instructors as per corresponding responsibilities specified in Section 5. Once the training has been completed, Party 2 will coordinate with Newton Teachers and Flight Instructors for the implementation of the selected Newton Module(s) during the Project. Consultation with the Newton Team can take place during the Project, but no further training besides the initially provided is scheduled, unless agreed upon by both Parties.
- Additional costs (e.g. opening ceremony venue, additional audio and visual equipment, consumables used during the Project) shall be agreed upon by both Parties. Any payment from Party 1 to Party 2 shall adhere to the established costs; see Section 11.
- The Mobile Newton Room may also be used for science-related activities in the evenings, weekends, and holidays. Additional uses in the frame of this Agreement must be first agreed upon by both Parties.

### 4. Rights

Party 1 as the owner of the Newton Concept has the right to make changes to the concept, its image, and branding, as well as its educational content. Changes to the concept will be published and communicated through the official channels provided by Party 1.

Party 2 has the right to use Newton Modules as a feature in any teaching plan for the local municipality's (and any partner municipality's) students during the Mobile Newton Room project.

Party 2 is entitled to the help that Party 1 would normally provide to the Newton network as per the responsibilities laid out in Section 5 of this agreement.

## 5. Responsibilities

### Party 1 / FIRST Scandinavia

- Party 1 shall provide guidance, training, and tools throughout the organisation, preparation, and execution of the Mobile Newton Room
- Party 1 shall coordinate the logistics and shipping of the classroom and equipment
- Party 1 shall provide guidance and access to the Newton Concept's services and tools during and, where appropriate, after the preparation and execution of the Mobile Newton Room Project. Services and tools include, but are not limited to:
  - Graphics and visuals for the event, including invitations
- Party 1 shall provide comprehensive training for local educators and flight simulator instructors who will be staffing the Mobile Newton Room Project. This training will take place in the English language
- Party 1 shall provide all necessary hardware and educational materials during the Mobile Newton Room project, including translation of said materials into the local language, where appropriate. Hardware and equipment include:
  - Furniture (chairs, tables, and cabinets)
  - Education equipment according to the selected module (e.g. Flight Simulators in case the selected module is "Up in the Air with Numbers")
  - iPad and visual aids

*A more detailed list of hardware and equipment will be provided by Party 1 and used for check-in and check-out of the equipment upon assembly and dismantling of the Mobile Newton Room.*

- Party 1 will assist in case of any problems with hardware and equipment and with its repair (directly or through an established third party)
- Party 1 shall support any meeting on the topic of further development of the Newton Concept in the local region, e.g. with government authorities, with the purpose of establishing permanent Newton Room(s)

### Party 2 / Local partner

- Party 2 shall ensure that the preparation, organisation, and operation of the Mobile Newton Room takes place in accordance with applicable Newton criteria, which is consistently updated and published in the Newton website:  
<https://newtonroom.com/the-newton-concept/about-newton>.
- Party 2 shall dedicate human resources in connection with the organisation and operation of the Mobile Newton Room: approximately 100 hours for organisation and operation of the Mobile Newton Room. This shall include a project manager, comfortable with the English language, to oversee the preparation, logistics, and operation of the Mobile Newton Room, and a contact person for any technical issues that may arise during the project.

- Party 2 shall provide a location to host the Mobile Newton Room, unless agreed upon by both Parties. This location shall comply with the requirements listed in the document "Mobile Newton Specification and Requirements" provided by Party 1.
- Party 2 shall undertake contact with e.g. local service providers, schools and universities and/or science centres and museums in order to identify suitable staff to act as educators in and for the duration of the Mobile Newton Room as per the Newton teacher and Flight Instructor profiles submitted by Party 1
- Party 2 shall assist in scheduling the Newton Teacher training, which shall take place in the Mobile Newton Room. Party 2 shall also identify a small group of students who can participate in the teacher training and opening ceremony (if applicable)
- Party 2 shall be responsible for undertaking contact with local schools to incite interest to visit the Mobile Newton Room and organising logistics and transportation for students to and from its location
- Party 2 shall use the Newtonroom.com platform for booking calendar and handling registration, unless otherwise agreed upon by both Parties
- Party 2 shall advise on the educational content of the Mobile Newton Room, choosing appropriate modules and proofreading translated material
- Party 2 will assist with printing the worksheets and documents necessary for the scheduled Newton Module sessions according to instructions provided by Party 1.
- Party 2 shall ensure that the Mobile Newton Room meets local health, safety, and emergency standards.
- Party 2 shall take part in the planning, organising, and implementing the opening ceremony event (in case it is agreed to have one) for the Mobile Newton Room together with Party 1 and other partners. Party 2 shall provide or locate the venue in which the opening ceremony will take place including audio equipment, stage, and furniture for this purpose.
- Party 2 shall, to the best of their abilities and where appropriate, build and market the Newton brand in the given region, according to the quality criteria
- Party 2 will not take out any risk insurance for damages, nor liability insurance for the activities carried out in the MNR.

If either Party requests a change which will have significant impact on the timeline or budget of the Project, the Change Request Form shall be submitted and require approval from the other Party.

## 6. Exclusions

- Party 1 will not provide lunch or refreshments for students, Newton Teachers, or Newton Flight Simulator Instructors
- Party 1 will not provide transportation for students to the Mobile Newton Room
- Party 1 will not provide gifts or any paraphernalia for the students participating in the Mobile Newton Room



## **7. Intellectual Property Rights and Protection of the Newton Concept**

FIRST Scandinavia developed the Newton concept and owns the brand “Newton”, a trademark registered in Norway and the European Union.

**7.1.** FS is the owner of the Intellectual Property rights and other rights for the Newton Concept including, but not limited to, trademarks, logos, and copyrights, training materials, and website content, in any and every language in which such materials are produced.

**7.2.** Nothing contained in this Agreement shall give Party 2 or any of its partners, title, or interest in and to the Newton Trademarks or any other Intellectual Property Rights.

Party 2 specifically agrees never to use or register any names or trademarks or other Intellectual Property Rights belonging to Party 1 as a company name, domain name, e-mail address, or otherwise without the prior written consent of Party 1.

**7.3.** Party 2 undertakes not to use the Newton trademark in a manner contrary to the interests of the owners of such trademarks.

**7.4.** Party 2 shall promptly notify Party 1, in writing, of any infringement of the rights licenced pursuant to this Agreement, of which it becomes aware. Party 1 shall have the sole right to determine whether or not any action shall be taken with respect to such infringement. Party 2 agrees to cooperate with Party 1 thereof and, at Party 1’s discretion and expense, to join with Party 1 in prosecuting any such infringement.

## **8. Liability and Insurance.**

**8.1.** It shall be the responsibility of Party 2 to ensure that the implementation and operation of Newton Rooms and activities contemplated under clause n° 5 of this Agreement, applies in all respects with applicable legislation within the Territory.

**8.2.** For any recruitment related to activities or functions in contact with minors, Part 2 will apply the legislation in force in the Territory (as for e.g. clean criminal record).

**8.3.** Party 2 undertakes to protect, indemnify, and hold harmless Party 1 from and against any and all expenses, damages, claims, suits, actions, judgements, and cost whatsoever, including legal costs arising out of, or in any way connected with, any claim or action of Party 2 according to the Responsibilities contemplated under clause n° 5 of this agreement.

**8.4.** Party 1 shall protect, indemnify, and hold harmless Party 2 from and against any and all expense, damages, claims, suits, actions, judgements, and costs whatsoever, including legal costs arising out of, or in any way connected with, any claim or action relating to the use of the Newton Trademark and Intellectual Property which has taken place in accordance with the terms and conditions of this Agreement.

**8.5.** Party 2 will ensure that sufficient and relevant insurance is in place to cover personal injury, liability, and property damage as a result of activities undertaken and organised by them in the mobile Newton Room during the validity of this agreement.

**8.6.** Party 2 will ensure that the insurances are up to date.

## **9. Agreement Period**

The agreement is valid from the date of signature until the Mobile Newton Room Project is complete. Both Parties will sign a Certificate of Completion, confirming the Project has successfully taken place and there are no pending obligations or disputes. The Agreement may be extended for special circumstances e.g. operation of multiple or repeat Mobile Newton Room projects, or the planned establishment of a permanent Newton Room in the given region.

## **10. Breach of Contract**

Both parties may terminate this agreement, with a notice period of 1 month, counting from the end of the calendar month in which the cancellation is submitted. The agreement may be terminated if either Party is in material breach of its obligations under the agreement terms. Neither Party shall be responsible for any delay nor failure to perform due to causes beyond reasonable control of the Party, including, but not limited to, strikes, lockouts, or other labour disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, nuclear disasters, or default of a common carrier.

Any Damages suffered by either Party shall be reduced to the extent that the Damages are caused by or contributed to by the other Party's own negligence or breach of its obligations under this Agreement.

In no circumstances shall either Party be liable to one another for any loss of production, loss of profit, loss of revenue, liability incurred under other agreements (with the exception of costs paid by Party 1 to contractors appointed by Party 1 in relation to the Project) or any indirect or consequential loss arising out of or in connection with this Agreement.

## **11. Payment**

Each Party will cover the costs related to their scope of work and responsibilities outlined in Sections 3 and 5

## 12. Processing of Personal Data

Party 2 processes the personal data it receives from FIRST Scandinavia under this Agreement for the sole purpose of executing this Agreement. Party 2 processes the personal data pursuant to the guidelines of its regular operations.

Party 1 processes the personal data it collects or receives from Party 2 under this Agreement for the sole purpose of executing this Agreement. Party 1 processes the personal data pursuant to the data protection laws applicable to Party 1.

To protect the personal data shared under this Agreement, the Parties shall use or implement administrative, technical, and organisational measures, which shall be kept up to date in accordance with generally accepted standards.

## 13. Disputes

Disputes that may arise in connection with or as a result of the “Mobile Newton Room Agreement”, and which are not settled amicably, shall be settled by litigation unless the Parties agree otherwise, for example to engage a third-party mediator. Any such dispute or claim shall be heard and determined under Spanish jurisdiction.

## 14. Effect of Termination

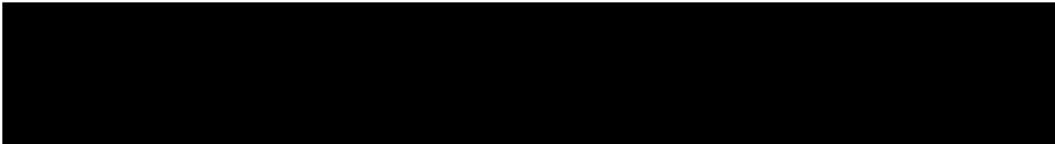
Upon termination of this Agreement, both Parties shall continue to comply with local agreements (operating agreements and employment contracts), including staffing provisions for the local Mobile Newton Room.

## 15. Contact Persons

Any negotiations between the Parties shall, unless otherwise agreed, take place between:

For Party 1:

For Party 2:



## 16. Signatures

The Parties accept the above terms when signing this Agreement. The Agreement is signed in duplicate in which each of the Parties shall receive one signed original copy.

For Party 1



07.01.2024

Date

For Party 2



Date