

**BEST BUY'S 'TEEN TECH TEAM'  
GRANT AGREEMENT**

This grant agreement (the "**Agreement**") is effective as of \_\_\_\_\_, 2025, (the "**Effective Date**") between:

**BEST BUY Canada Ltd. ("BEST BUY")**  
425 West 6th Avenue, Suite 102  
Vancouver, BC V5Y 1L3

and,

**[LEGAL ENTITY] ("Grant Administrator")**  
**[Address]**  
**[City, Province, Postal Code]**

(each, a "**Party**" and together, the "**Parties**")

**WHEREAS:**

- A. BEST BUY seeks to provide certain funding through financial grants (the "**Grant(s)**") to Canadian high school level robotics teams who are competing in the 2026 FIRST Robotics Competition (the "**FRC Competition**"), in order to foster and advance learning of these students.
- B. The Grant Administrator is a [TYPE OF ENTITY, e.g. school board/non-profit/company] which oversees and is responsible for [NAME OF TEEN TECH TEAM] (the "**Teen Tech Team**"), being a Canadian high school level robotics team who is registered to compete in the FRC Competition.
- C. The Teen Tech Team, or the Grant Administrator on behalf of the Teen Tech Team, submitted an application for a Grant to BEST BUY (the "**Application**") and BEST BUY has selected the Teen Tech Team for a Grant based on the Application.
- D. The Parties now wish to enter into this Agreement to formalize the terms under which the Grant will be provided to the Grant Administrator for the benefit of the Teen Tech Team.

**NOW THEREFORE**, for good and valuable consideration, the Parties agree as follows:

**1. GRANT DETAILS**

BEST BUY will provide the Grant to the Grant Administrator for the benefit of the Teen Tech Team as follows:

<b>Grant Amount:</b>	<b>\$5,000 and one (1) Dell Alienware gaming laptop</b>
<b>Permitted Purpose:</b>	For the Teen Tech Team to purchase and install hardware, software, other technology and related equipment (collectively, " <b>Technology</b> ") to build a robot for the FRC Competition. The Grant will be used in a manner consistent with the plan and budget included in the Application.
<b>Funding Date:</b>	<b>December 31, 2025</b>
<b>Deadline Usage Date:</b>	<b>June 30, 2026</b>

## **2. RESPONSIBILITIES OF THE GRANT ADMINISTRATOR**

A. The Grant Administrator will, or as appropriate, will cause the Teen Tech Team to:

- i. accept the Grant from BEST BUY on or before the Funding Date and provide a tax receipt for the Grant within 30 days of receipt;
- ii. expend the Grant prior to the Deadline Usage Date;
- iii. use the Grant only for the Permitted Purpose;
- iv. be responsible for the installation and maintenance of the Technology, and for all project management associated with the Grant and the Technology;
- v. ensure that all Technology is appropriate for student use, is of good quality, and complies with all government laws and regulations;
- vi. maintain the Technology following the Grant. All items purchased through the Grant, including the Technology, are the responsibility of the Grant Administrator on behalf of the Teen Tech Team.
- vii. announce the Grant through the Teen Tech Team's communication vehicles including (but not limited to) newsletters, social media and website, subject to obtaining the consents required by Section 5 (Promotions).
- viii. if requested by BEST BUY, help support a public relations event to announce or celebrate the Grant (the "**PR Event**"). Media and dignitaries will be invited to attend the PR Event if appropriate; and
- ix. send BEST BUY a report no later than six months after the Deadline Usage Date including a summary of how the Grant has impacted the Teen Tech Team, and sharing any anecdotal observations/photos about the impact the Grant has provided. Reporting can be electronic or hard copy.

## **3. RESPONSIBILITIES OF BEST BUY**

A. BEST BUY will:

- i. provide the Grant to the Grant Administrator on or prior to the Funding Date;
- ii. correspond through the Grant Administrator and/or Teen Tech Team's designated contact on matters related to the Grant; and
- iii. if BEST BUY requests a PR Event, BEST BUY will work with the Grant Administrator's communications development contacts to coordinate the PR Event. Out-of-pocket costs of the PR Event will be the responsibility of BEST BUY (provided that such costs have been pre-approved by BEST BUY).

## **4. REPRESENTATIONS AND WARRANTIES**

A. The Grant Administrator represents to BEST BUY that:

- i. the content provided in the Application is true and complete; and,
- ii. the Teen Tech Team meets the guidelines set forth in the Application.

B. Each Party warrants and represents that (i) it has full right and legal authority to enter into and perform the Agreement in accordance with its terms; and (ii) it will comply with all federal, provincial and local laws and regulations applicable to its respective responsibilities and performance of the Agreement.

## **5. PROMOTIONS**

A. The Parties may mutually agree to engage in activities to publicize a Grant (each such activity, a "**Promotion**").

- B. Any advertisement, commercial, poster, sign, content, images, or other material to be used by a Party in association with a Promotion ("**Promotional Materials**") will be subject to the prior approval of the other Party, which approval will not be unreasonably withheld. All proposed Promotional Materials submitted to a Party for approval will be deemed approved by such Party if written objections specifically identifying the basis of the objections are not received by the Party seeking approval within two (2) working days of the other Party's receipt of the Promotional Materials for approval. All objections will be mutually discussed, and no Promotional Materials will be used, which in the opinion of any Party, (i) are inconsistent with the Party's overall image, (ii) might jeopardize or violate any proprietary rights of any Party or a third party, or (iii) violate any contractual obligation of the Party.
- C. Each Party will use commercially reasonable efforts to comply with the production deadlines issued by the Party responsible for production of any Promotional Materials.

## 6. USE OF TRADEMARKS

Each Party (the "**Licensor**") grants the other Party (the "**Licensee**") a non-exclusive, revocable, non-transferrable, royalty-free license to use (i) the Licensor's trademarks, trade names, service marks, logos and messages included in the Promotional Materials, and (ii) if applicable, the trademarks, trade names, service marks, logos and messages of any third party that are incorporated into the Promotional Materials by the Licensor (collectively, "**Marks**"), in each case solely for the purpose of publishing and distributing the Promotional Materials. Each Party, in its capacity as Licensor, represents and warrants to the other Party that it has sufficient rights to the Marks in question to grant the foregoing license. The license granted above is subject to the Licensor having approved the Promotional Materials incorporating such Marks, in accordance with Section 5 above. Each Party, in its capacity as Licensee, will comply with the Licensor's rules and procedures relating to the use of the Licensor's Marks. It is expressly understood that the Marks are proprietary to the Licensor (or the applicable third party owner) and nothing in the Agreement constitutes the grant of a general license to use the Marks. Upon termination of the Agreement, any and all rights or privileges to use the Licensor's Marks will cease (it being understood that unless expressly requested, a Licensee will not be required to remove any Marks from any Promotional Materials that have already been published). Any goodwill arising from the use of the Licensor's Marks will enure to the benefit of the Licensor or the applicable third party owner.

## 7. INDEMNIFICATION

- A. Each Party will indemnify, defend and save harmless the other Party from and against any and all third party claims, demands, suits, actions or causes of action, liabilities, damages, judgments, losses, costs and expenses (including reasonable attorney's fees) to the extent they arise out of or in connection with (i) a breach or default of any provision under the Agreement by such Party, (ii) such Party's contributions to the Promotional Materials infringing a patent, trade-mark, copyright, trade secret or other intellectual property, privacy or other proprietary right; or (iii) any negligent act or omission or willful misconduct of such Party or its directors, officers, employees, agents, representatives or assigns in connection with the entry into or performance of the Agreement. In the case of Teen Tech Teams as the indemnifying Party, any references in (i), (ii) and (iii) above to "such Party" will be deemed to include the Teen Tech Teams that are party to the Agreement.
- B. Each Party will give the other Party prompt written notice of any claim, suit or action ("**Claim**") for which such Party believes the other Party's obligation to indemnify and hold harmless will apply. The indemnifying Party will be given the opportunity to control the defense and settlement of such Claim, and the indemnified Party will reasonably cooperate in the defense of such Claim. The indemnified Party may hire co-counsel at its expense,

or if a conflict of interest exists between the indemnifying Party's counsel and the indemnified Party, at the indemnifying Party's expense. The indemnifying Party will not enter into any settlement agreement which materially affects the indemnified Party's rights or interests without the indemnified Party's written approval.

- C. The above indemnification obligations will survive the termination of the Agreement.

## **8. CONFIDENTIALITY**

- A. **"Confidential Information"** of BEST BUY will be defined as any and all confidential information relating in any way to the subject matter of the Agreement, and all personally identifiable information in respect of any employee or other person associated with BEST BUY, in each case that is provided by BEST BUY to the Teen Tech Team or Grant Administrator, whether furnished before or after the date of the Agreement and regardless of the manner in which furnished. Such Confidential Information is the sole property of BEST BUY and constitutes confidential trade secrets of BEST BUY, to be held by the Grant Administrator or Teen Tech Team in trust and solely for BEST BUY's benefit.
- B. The Grant Administrator may disclose Confidential Information as required by law provided that the Grant Administrator will first give notice to BEST BUY so that BEST BUY may seek a protective order preventing such disclosure or restricting the use of the information or documents.
- C. The Grant Administrator agrees to take at least the same precautions to ensure the protection, confidentiality and security of the Confidential Information entrusted to it and to satisfy its obligations under the Agreement as it would to protect its own confidential information but in no event less than a reasonable standard. The Grant Administrator will also limit the access to such Confidential Information to only those employees having a need to know, and such employees will be instructed concerning their obligations to maintain confidentiality. The Grant Administrator will return to BEST BUY all Confidential Information, or destroy and certify such destruction of all Confidential Information, promptly upon BEST BUY's request but in no event any later than upon termination of the Agreement.
- D. The Grant Administrator acknowledges that monetary damages may not alone be a sufficient remedy for unauthorized disclosure of Confidential Information and that BEST BUY will be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Further, the Grant Administrator acknowledges and agrees that if there is a breach or threatened breach of the provisions regarding confidentiality BEST BUY will be irrevocably harmed and entitled to a temporary restraining order, injunction, and/or other equitable relief against the commencement or continuance of such breach without the requirement of posting a bond or proving injury as a condition of relief.
- E. BEST BUY reserves the right to amend any section of the Agreement that relates to Confidential Information in order to comply with BEST BUY's existing policies and procedures and all applicable municipal, provincial, federal, and international laws.

## **9. RELATIONSHIP OF PARTIES.**

The Parties understand and acknowledge that they are not creating a joint venture, partnership, employment or agency relationship pursuant to the terms of the Agreement between Grant Administrator and BEST BUY or between the Teen Tech Team and BEST BUY.

## 10. TERMINATION

### A. In the event that a Party:

- i. breaches a material term of the Agreement that is not cured within 10 days of notice thereof;
- ii. becomes insolvent, is adjudged a bankrupt or makes an assignment for the benefit of creditors; or
- iii. has a receiver appointed in respect of its property in any action, suit or proceeding by or against that Party;

(each an “**Event of Default**”)

then upon the occurrence of such Event of Default the Grant Administrator (in the case of a breach by BEST BUY), or BEST BUY (in the case of a breach by the Grant Administrator) may upon written notice to that Party immediately terminate the Agreement.

### B. Notwithstanding any provisions of the Agreement to the contrary, BEST BUY and Grant Administrator each has the right, in its discretion, to terminate the Agreement upon 10 days’ prior written notice to the other Party.

### C. For the avoidance of doubt, any obligations of the Grant Administrator in respect of any Grant funds actually received prior to the termination of the Agreement will remain in effect.

## 11. CONFLICT OF INTEREST

### A. The Grant Administrator hereby represents that there is no connection, relationship (kinship or affinity) or interest (direct or indirect) between, on the one hand, (i) Grant Administrator, the Teen Tech Team, or any of their respective affiliates, employees, officers, consultants and directors, and, on the other hand, (ii) any directors, officers, employees or consultants of BEST BUY, including its affiliates. In the event that there is any such connection, relationship or interest, the Grant Administrator hereby acknowledges and accepts that it would constitute a conflict of interest (the “**Conflict of Interest**”).

### B. In the event of an occurrence of any circumstance that could constitute a possible Conflict of Interest, the Party that is aware of such circumstance, will immediately inform the other Party; if the Grant Administrator fails to inform BEST BUY of any possible Conflict of Interest it is aware of, BEST BUY may at its sole discretion, terminate any and all commercial relationship without any liability for BEST BUY. The Grant Administrator represents that it has no interest in obtaining any kind of benefit or advantage derived from a Conflict of Interest.

## 12. MISCELLANEOUS

### A. Notices. Any notice, request, demand, consent or other communication provided or permitted hereunder (“**Notice**”) will be in writing and given by courier delivery, or sent by registered mail, postage prepaid to the Parties at the addresses set out below and will be deemed to have been received on the date on which it was delivered or transmitted by facsimile or electronic mail, or on the third day next following the mailing thereof:

Notices to Best Buy:  
Best Buy Canada Ltd.  
425 West 6th Avenue, Suite 102  
Vancouver, BC V5Y 1L3

Notices to Grant Administrator:  
[GRANT ADMINISTRATOR]  
[ADDRESS]  
[ADDRESS]

- B. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, and the laws of Canada applicable in British Columbia, which will be deemed to be the proper law of the Agreement, without regard to its conflicts of law principles. Any dispute arising from, connected with or relating to the Agreement or any related matters must be resolved before the Courts of British Columbia sitting in the City of Vancouver, and the Parties hereby irrevocably submit to the original and exclusive jurisdiction of those Courts in respect of any such dispute or matter. This Section will not be construed to limit a Party's access to injunction or other equitable or mandatory injunctive relief in any other jurisdiction or affect the rights of a Party to enforce a judgment or award outside of the Province of British Columbia, including the right to record and enforce a judgment or award in any other jurisdiction.
- C. Amendments. This Agreement may not be modified except by a written amendment referencing the Agreement and signed by both BEST BUY and the Teen Tech Team. For the avoidance of doubt, any such amendment will be binding on any Schools that are party hereto, notwithstanding that such Schools have not signed the amendment.
- D. Headings. The headings contained herein are for the convenience of reference only.
- E. No Public Announcements. Neither the Grant Administrator nor the Teen Tech Team will make any public announcement or press release regarding the Agreement, the Grant, or any of the provisions contained in the Agreement without the written consent of BEST BUY. The Grant Administrator will not list BEST BUY as (or otherwise communicate to third parties that BEST BUY may be willing to act as) a reference for any Teen Tech Team or the Grant Administrator without BEST BUY's prior express written consent.
- F. Severability. If any provision of the Agreement is deemed or declared unenforceable, invalid or void by a court of competent jurisdiction, the same will not impair any of the other provisions contained in the Agreement which will be enforced in accordance with their terms.
- G. Entire Agreement. The Parties intend that this Agreement (a) constitute the final and binding expression of their agreement and the complete and exclusive statement of the terms of any Grants and (b) supersedes all prior negotiations, representations and agreements related to any Grants.
- H. Remedies; Waiver. No failure or delay by a Party to exercise any right, power or privilege provided under the Agreement or by applicable law will operate as a waiver. No single or partial exercise of any such right, power, or privilege will preclude any other or future exercise of any other right, power or privilege. The remedies provided under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- I. Currency. All dollar amounts referred to in the Agreement will be references to the lawful currency of Canada.
- J. Independent Legal Advice. The Grant Administrator acknowledges that it has been afforded the opportunity to obtain independent legal advice with respect to the Agreement and that it understands the nature and consequences of the Agreement.

- K. Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.
- L. Time. The Parties expressly acknowledge and agree that the specific start and stop dates contained in the Agreement may be revised during the term of this engagement. Nonetheless, the Parties agree to use diligent efforts to meet such dates. Notwithstanding any other provision of the Agreement, if the Parties utilize diligent efforts, but are unable to meet such dates, the Parties will not be considered to have defaulted in their obligations hereunder. Either Party agrees to notify the other Party promptly in writing if it expects to encounter, or encounters, delays.
- M. English Language. This Agreement and all related documents have been drawn up in the English language at the express wish of the parties. Le présent contrat et tous les documents reliés ont été rédigés en langue anglaise à la demande expresse des parties.
- N. Force Majeure. In the event that either Party is delayed or hindered or prevented from performing any of its obligations as a result of events beyond its reasonable control, including without limitation, strike, lock-out, labour trouble, shortage of materials, failure of power, riots, insurrection, war, act of God or the King's enemies, then performance of such obligations will be excused for the period of all such delays and the period for the performance of any such obligations will be extended for a period equivalent to the period of all such delays provided that the party delayed in the performance of its obligations will use commercially reasonable efforts to minimize or avoid the delay.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement effective as of the Effective Date.

**[GRANT ADMINISTRATOR]**

**BEST BUY CANADA LTD.**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_