



Calmshell

Your Pocket Guide to Emotional Well-Being

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PARTNERSHIP AGREEMENT (Calmshell & School)

1. Background

This Partnership Agreement (the “ Agreement ”) is made between Calmshell Inc. (“ Calmshell ”) and the School to promote emotional well-being using the Calmshell mental health application.

2. Definitions

“ Services ” refers to mental health app access, digital tools, and related support provided by Calmshell. “ Partner ” refers to the NGO/School named above.

3. Scope of Partnership

Calmshell will provide school with access to the Calmshell platform, training sessions, technical support, and data insights for wellness initiatives.

4. Roles & Responsibilities

Calmshell will deliver mental health resources, maintain the platform, ensure data security, and provide timely updates. The Partner will promote the app to its members, facilitate user onboarding, and comply with privacy standards.

5. Data Handling & Privacy Annex

Both parties agree to comply with the Personal Information Protection and Electronic Documents Act (PIPEDA) and applicable provincial privacy laws. Data collected will be stored securely, used solely for the stated purpose, and retained only as necessary.

6. Breach Notification Timelines

Both parties will notify each other of any data breach or security incident within seventy-two (72) hours of discovery and cooperate fully to mitigate harm.

7. Financial Terms

Unless otherwise stated in a separate addendum, this partnership is non-financial, with no exchange of fees.

8. Term & Termination

This Agreement will remain in effect for two (2) years from the Effective Date unless terminated earlier by either party with sixty (60) days' written notice.

9. Liability & Indemnification

Each party shall indemnify and hold harmless the other party from any claims arising from its own negligence or breach of obligations under this Agreement.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

11. Entire Agreement

This Agreement represents the entire understanding between the parties and supersedes all prior communications or representations.

12. Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date below:

Authorized Representative, Calmshell

Date: _____

Authorized Representative, School

Date: _____