

Art Center Project Sponsorship Agreement

1. **Parties.** This Art Center Project Sponsorship Agreement (“Agreement”) is between Art Center College of Design (“Art Center”), on the one hand, and the City of Long Beach (“Partner”), on the other hand. Art Center and Partner are referred to in this Agreement as “Party” or collectively as “Parties.”
2. **Sponsorship of Project.** Partner agrees to sponsor a Designmatters Fellowship (“Project”) to take place over the Summer 2015 term. Partner understands that the purpose of the Project is to enhance the academic and educational experience of the student awarded the Fellowship (“Student”) by promoting educational opportunities for the Student; by exposing the Student to a real world design experience in the context of the Designmatters program for social impact; by expanding the Student’s boundaries of design processes through exploration and research, and by engaging the non-profit, public and private sectors in furthering Art Center’s educational process.
3. **Agreement.** This Agreement sets out the terms and conditions of Partner’s sponsorship of and participation in this Project. Art Center must finalize its programs reasonably in advance, and hence, if this Agreement is not fully executed and delivered to Art Center on or before May 18, Art Center may delay the Project to a later date.
4. **Sponsorship Fee.** Partner has agreed to provide \$12,000.00 USD (“Sponsorship Fee”) to cover project stipend and program fee expenses. Partner will deliver funding to Art Center in one installment on or before June 15, 2015. The Sponsorship Fee will cover Project costs and living expenses of the Student in the form of a \$11,000 stipend, as well as a \$1,000 program fee to be used for overhead support. Partner will not be required to reimburse any expenses for materials or any wages or other costs which Art Center incurs in connection with the Project beyond this agreed amount.
5. **Timeline.** The Project will take place from May 18, 2015 to August 21, 2015 at the City of Long Beach offices in Long Beach, CA.
6. **Project Topic.** The Project will be to assist with the formation, strategic planning and development of Partner’s Innovation Team; as well as the development of the team’s first project: economic development. In partnership with the City staff and the community, the iTeam will build innovation capacity and facilitate a culture of ongoing improvement to make life better for people that live, work and play in the City of Long Beach. The Student will participate in strategic planning sessions, including potentially leading a design thinking workshop to guide problem definition; apply design thinking tools to the development of the iTeam, including its mission, vision and goals; work within the multidisciplinary iTeam and with many internal and external stakeholders in the Long Beach community to help set up the iTeam for success; and lead the design research portion of a defined problem/challenge.

7. **Ownership of the Works.** Parties mutually acknowledge that as a condition of participating in the Project, the Student will agree in writing to assign all rights to the work he performs as a Fellow to the City of Long Beach.

8. **Concurrent Partner Development Programs.** Partner understands that the Student will acknowledge that Partner may have development programs ongoing contemporaneously with the Project. As such, the Student will recognize that the Works may resemble the works created by Partner's own design team prior to or during the time of the Project, as proven by relevant documentary evidence. In such instances, the Student will agree to assert no ownership rights over these other works of Partner, or to challenge Partner's use of these works.

9. **Limitation on Representation Warranties and Liability.** Art Center and Partner agree to reasonably cooperate to provide a Project that meets the purposes set forth herein. The Parties acknowledge, however, that Art Center is an educational institution and not a professional design business, that the Student is not an employee, and that it does not have the resources to indemnify Partner against claims relating to the Works or the Project. EACH PARTY ACKNOWLEDGES THAT NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING THE OUTCOME OF THE PROJECT OR THE WORKS, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT WITH RESPECT TO THE PROJECT AND THE WORKS, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER THE LAW, THE LIABILITY OF EITHER PARTY, ITS STUDENTS, FACULTY, EMPLOYEES, DIRECTORS, AND AGENTS TO THE OTHER PARTY OR TO ANY THIRD PARTY, FOR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROJECT, WHETHER FOR BREACH, NEGLIGENCE, OR INFRINGEMENT, IN TORT OR OTHERWISE, SHALL BE LIMITED IN THE AGGREGATE TO THE AMOUNT PAID TO ART CENTER PURSUANT TO THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY, INCLUDING ITS STUDENTS, FACULTY, EMPLOYEES, DIRECTORS, OR AGENTS, AS APPLICABLE, BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM PARTICIPATION IN THE PROJECT, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Hold Harmless.** Each Party shall defend, indemnify and hold harmless the other Party and the other party's affiliates and its respective officers, employees, directors, agents and successors and assigns, from and against any and all losses, claims, liabilities, damages, lawsuits and other legal proceedings and expenses (including reasonable attorneys' fees) brought by a third party to the extent arising out of or resulting from: (i) any negligent act or omission or willful misconduct of a Party; or (ii) breach of any representation, warranty or covenant of a Party.

As a condition of this Agreement, the Art Center shall procure and maintain for the duration of this Agreement commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and their officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or

death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.

11. Confidentiality. The Student is expected to uphold the highest professional standards and to respect and adapt to the Partner's company culture, follow all policies and procedures established by the Company and adhere to all relevant policies related to non-disclosure, non-competition and confidentiality, including appropriate use of media resources such as the internet. Partner understands that it has no obligation to disclose within the context of the Project any information that it may consider to be confidential or proprietary ("Confidential Information"). But to the extent that Partner elects to disclose Confidential Information for purposes of the Project, Art Center will advise the Student that he are not to use such Confidential Information for their own or any third party purposes, nor disclose to any third party any Confidential Information, except as provided in Section 12 of this Agreement; however, Art Center shall not be liable for its failure to comply with the obligations of this Section 11. Information shall be presumed to be Confidential Information only: (i) if in a tangible format, it is marked as "confidential" or "proprietary"; and (ii) if not in tangible format, such as oral disclosures, it is expressly identified as "Confidential Information" at the time of the disclosure and subsequently confirmed as such in a writing within 20 days thereafter. Confidential Information shall not include information that: (i) is or becomes generally known or available to the public without breach of this Section 11; (ii) is known to Art Center at the time of disclosure; (iii) is independently developed by Art Center; or (iv) is disclosed to Art Center by a third party who has a right to such subject matter and information.

12. Use of the Works. In order to facilitate the educational experience and career opportunities for the Student, Partner understands that Art Center permits and encourages the Student to use his Works in portfolios of his works. Therefore, the Parties agree that Project assignments will not call for the material integration of Confidential Information into any works created in connection with the Project, without Partner's consent. Except as otherwise agreed in writing, Art Center shall have the right to publish photographs and text regarding the Project, and the Works in connection with publicity and promotion for Art Center, and the Student shall continue to have the right to include the Works in his portfolio. Additionally, at any time after the conclusion of the Project, at Partner's request, Art Center will provide Partner with available duplicates or photographs of the Works to be used for Partner's internal or external purposes.

13. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of California, and any dispute will be subject to venue in Los Angeles County, California.

14. Integration. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter of the Agreement, and any and all prior agreements, understandings, or representations with respect to its subject matter are no further force or effect. The Parties acknowledge that no representations, inducements, promises or statements, oral or otherwise, have been made by either of the Parties, or by anyone acting on behalf of the Parties, which are not embodied or incorporated in this Agreement. The Parties agree further that no other agreement, covenant, representation, inducement, promise, or statement between the Parties that is not set forth in this Agreement shall be valid or binding.

15. **Amendments and Modifications.** No amendment or modification to this Agreement, nor any waiver of any rights, will be effective unless agreed to in a writing that is signed by each of the Parties.

16. **Assignments.** Neither Party may assign this Agreement without the prior written consent of the other Party.

17. **Non-waiver.** No waiver of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

18. **Severability.** If any term, provision, or covenant in this Agreement is ruled to be invalid, void, or unenforceable, the remainder of the terms, provisions, and covenants in this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

19. **Counterparts.** This Agreement may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on both Parties, even though each Party is not a signatory to the same counterpart. Delivery of a facsimile or pdf copy of a signed counterpart of this Agreement shall constitute delivery of a valid signature.

AGREED TO AND ACCEPTED BY:

ART CENTER COLLEGE OF DESIGN

Signature: *R. Haluschak*

Printed Name: RICHARD M. HALUSCHAK
Senior Vice President and
Chief Financial Officer

Title: _____

Date: 5/27/15

PARTNER

Signature: *P. West* Assistant City Manager

Printed Name: Patrick H. West

Title/Organization: City of Long Beach

Date: 5/14/15 EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM

5/12 20 15
CHARLES PARKIN, City Attorney

By *L. Vu*
LINDA T. VU
DEPUTY CITY ATTORNEY

15 JUN -3 AM 9:12

RECEIVED
CITY CLERK
10:10 AM 6/1/15