

34610
DIGITAL ALLIANCE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of the date of the later signature below, by and between Microsoft Corporation ("Microsoft") and the City of Long Beach ("City") (collectively, "the Parties", and singly, a "Party").

1. Purpose.

The MOU reflects the Parties' intent to collaborate to pursue City initiatives identified in Exhibit A, which Exhibit may be modified from time-to-time. Neither Party intends for their collaborative activities to create legally binding rights and obligations except as set forth in Section 2 or in a separate definitive agreement.

2. Terms and Conditions

- a) **Confidentiality and Public Disclosure.** Except to the extent required by City's public records law, neither Party will disclose the existence or content of this MOU or discussions between the Parties relating to the activities and transactions contemplated herein unless both parties mutually agree in writing.
- b) **Relationship of the Parties.** Neither this MOU, nor any activities described herein, shall be construed as creating joint venture, franchise, agency, or other such relationships. Neither Party shall have the right, power, or authority to obligate or bind the other Party in any manner whatsoever, without the other Party's prior written consent.
- c) **Non-Exclusivity.** The relationship between the Parties is non-exclusive. Neither Party will be precluded from entering into similar agreements with other parties. Nothing in this MOU, including any exhibits, requires either Party to refrain from offering, acquiring, selling, licensing, promoting, or developing other services, platforms or products that compete with the services, platforms, or products that are subject of the relationship contemplated by this MOU.
- d) **Expenses.** Microsoft and City agree that each Party shall pay its own fees, costs and expenses, and those of its agents, independent contractors, and consultants, in connection with this MOU, including without limitation any legal fees, except as expressly specified herein or otherwise agreed upon in writing by both Parties.
- e) **Disclaimer of Warranties/Limitation of Liability.** Except as may be set forth in any separate written definitive agreement binding of the Parties, (a) all materials, information, or other items provided by one Party to the other are provided "as is" without warranty of any kind, and each Party disclaims all warranties, express or implied, with respect to any materials, information, or other items provided to the

other in connection with this MOU, and (b) in no event will either Party be liable to the other for any direct, consequential, indirect, special, punitive, or other damages arising out of or related to this MOU, except with respect to violation of its confidentiality obligations or the other Party's intellectual property rights.

- f) **Intellectual Property.** All copyrights, patents, trade secrets, trademarks, or any other intellectual ("Intellectual Property") owned by one Party prior to the date of this MOU will continue to be owned by that Party. Neither Party will gain, by virtue of this MOU, any Intellectual Property rights owned by the other.
- g) **Governing Law.** This MOU shall be governed by the laws of California, without giving effect to its conflict of law provisions.
- h) **Terms and Termination.** This MOU will expire thirty-six (36) months from the later signature below, except that either Party may terminate this MOU without cause upon thirty days (30) prior written notice. Either Party may terminate this MOU immediately in the event of breach of any provision of this Section 2 by the other Party.
- i) **Entire Agreement.** This MOU constitutes the entire agreement between the Parties with respect to its subject matter and merges all prior and contemporaneous communications, both written and oral. This MOU shall not be modified except by a written agreement signed by both Parties.
- j) **Enforceability.** Only the terms of this Section 2 of this MOU are legally binding on the Parties. If and when the Parties wish to enter into a legally binding relationship related to the City Initiatives contemplated by this MOU, they will enter into a separate definitive written agreement setting forth the details of their respective rights and obligations.

CITY OF LONG BEACH

By: 

Name: Patrick H. West

Title City Manager


Date: 4/26/17

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

APPROVED AS TO FORM
4-18, 2017
CHARLES PARKIN, City Attorney

By: 
AMY R. WEBBER
DEPUTY CITY ATTORNEY

MICROSOFT CORPORATION

By: 

Name: Cathy Bender

Title General Manager

Date: 5/3/17

EXHIBIT A
DIGITAL ALLIANCE MOU ACTIVITIES

1. **Name of City:** Long Beach
2. **City Initiatives:** A three-year commitment with Microsoft Digital Alliance, Youth Spark Programming.
3. **Activities in Support of the City Initiative:**
 - a. City intends to perform Microsoft Digital Alliance YouthSpark events for three consecutive years starting in 2017 through 2019
 - ✓ Promote the partnership with Microsoft via a formal Press Release and Press Event.
 - ✓ Have Mayor attend kick-off of each YouthSpark event (schedule permitting)
 - ✓ Provide City Communications Team to work with Microsoft PR on promoting events
 - ✓ Add Microsoft logo on appropriate City collateral, blogs, newsletters promoting the partnership
 - ✓ Provide City staff member to lead and support the Microsoft programs
 - b. Microsoft intends to perform the following in support the Microsoft programs
 - ✓ Host three Youth Sparks sessions from 2017 – 2019 for boys and girls (up to 200 youth for each year)
 - ✓ Provide Microsoft executive for Press Release quote and Press Event
 - ✓ Promote partnership via Microsoft media vehicles and to external media; working partnership with City Communications team
 - c. The Parties intend to jointly perform the following in support of the City initiatives:
4. **Resources/Personnel:**
 - ✓ Microsoft Team to host YouthSpark event
 - ✓ Microsoft executive for media promotion
 - ✓ Microsoft will provide all necessary software or hardware
 - ✓ City of Long Beach Mayor for media promotion and event kick-offs

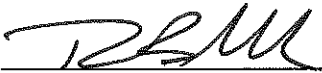
- ✓ City of Long Beach member assigned to support Microsoft events
- ✓ City of Long Beach to provides space/site for events; to include all technology to support the event content

5. **Schedule:** TBD with City of Long Beach input around schedules

6. **Metrics (if any):** TBD and to include number of students that participate in Youth Sparks each year.

This Exhibit A is part of and subject to the Digital Alliance MOU between City and Microsoft.

CITY OF LONG BEACH

By: 

Name: Patrick H. West

Title City Manager

Date: 4/26/17

Assistant City Manager


EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM

4-18, 2017
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