

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, by and through the Long Beach Police Department, (“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 an educational project (“Project”) to take place during the Art Center’s 2018 academic year (Fall Term) as part of a studio class (“Class”) at Art Center. Partner understands that the purpose of the Project is to enhance the academic and educational experience of the students in the Class (“Students”) by promoting educational opportunities for the Students; by exposing the Students to a real world design experience in the context of the Designmatters program for social impact; by expanding the Students’ 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 July 30, 2018, Art Center may delay the Project to a later date.
4. **Sponsorship Fee.** Partner has agreed to provide in kind services, including staff time and spaces for workshops and presentations. Partner acknowledges Art Center has secured an NEA grant to support the Project. Under the terms of the grant, Art Center shall act as the administrator of the grant funds, which will be disbursed according to the approved grant budget, including direct costs of the Project such as personnel, travel, equipment, supplies, and documentation. Partner acknowledges that Art Center is actively seeking additional funds to support the project. Any additional funds raised will be managed by Art Center and will cover direct expenses of the Project. Although it is not anticipated, should there be any funds remaining from the funds raised after the completion of the Project, these can be used for educational purposes at the sole discretion of the Designmatters department.
5. **Partner Participation.** Partner is encouraged to send a small team (3-5) of representatives as stakeholders to the Review Sessions of the Class, with the goal of having at least two of these Partner representatives consistently attending each Review Session, dates to be determined. Art Center will provide Partner with a “design brief” or a synopsis of the Project’s activities and desired outcomes, and Partner representatives will have opportunities to contribute ideas, analysis, and perspectives regarding the Project Topic.
6. **Project Topic.** The subject matter of the Project will focus on Creating a visually compelling awareness campaign to build mutual trust and cooperation between Long Beach Police Department and the diverse community it serves. (“Project Topic”). See Project Brief for further details. The Students, likely working in teams (“Team”) will be assigned to undertake work on a specific area within the Project Topic. These specific areas will be developed by the

Art Center faculty of the Class ("Faculty"), in consultation with Partner, so as to maximize the "hands on" experience of the Students. All academic and educational components of the Project will be decided by the Faculty in their own discretion. The Students' Performance in the Class and on the Project will be evaluated solely by the Faculty, and the Students will receive credit for their participation in the Class and on the Project only in accordance with Art Center policy.

7. **Ownership of the Works.** Partner acknowledges that pursuant to Art Center policy, the Students retain all right, title, and interest in and to ownership of all of their work in the Class and on the Project, including, but not limited to, the Students' sketches, renderings, and computer-aided designs and models (collectively, "Works"). However, all students and faculty will be asked to agree that Partner shall have a non-exclusive royalty-free, worldwide right in perpetuity to display, exhibit, broadcast, market and promote and otherwise make use of the Works in connection with its own non-for-profit mission and projects, whether executed directly or through other non-for-profit organizations. Partner shall be solely responsible for translation and localization of the Works for use by Partner and its partners, provided that it shall ensure that the content and overall look and feel of the Works is not materially altered. Any modifications of the Works made by or on behalf of Partner shall not alter in any way the students' ownership of the Works.

8. **Concurrent Partner Development Programs.** Partner understands that the Students and Faculty will acknowledge that Partner may have development programs ongoing contemporaneously with the Project. As such, the Students and Faculty will recognize that the Works may resemble the works created by Partner's own design team prior to, during, or after the time of the Project, as proven by relevant documentary evidence. In such instances, the Students and Faculty 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 Students are not employees. PARTNER ACKNOWLEDGES THAT ART CENTER MAKES NO 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. IN NO EVENT WILL ART CENTER, ITS STUDENTS, FACULTY, EMPLOYEES, DIRECTORS, OR AGENTS 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. **Indemnification and 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, 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 this agreement, 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 its 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 of activities performed by or on behalf of Partner 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. 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 Students and Faculty that they 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. To carry out such duty, Art Center shall create, distribute, and collect a Student Participation Agreement, to be approved as to form by Partner, from each student participating in the Project. 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 Students, Partner understands that Art Center permits and encourages the Students to use their Works in portfolios of their 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 Class, the Project, and the Works in connection with publicity and promotion for Art Center, and the Students shall continue to have the right to include the Works in their portfolios, notwithstanding any purchase by Partner or others of the rights to the Works. Additionally, at any time after the final Class meeting, 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, provided that Partner shall include attribution credit and legal notices as designated by Art Center.

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.

20. **Termination.** Either Party may terminate this Agreement for any reason with 30 days' written notice.

21. **Notices.** Any notice or approval required by this Agreement shall be in writing personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Art Center at 1700 Lida Street, Pasadena, California 91103, and to Partner at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to the Police Chief at 400 West Broadway, Long Beach, California 90802. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.

AGREED TO AND ACCEPTED BY:

ART CENTER COLLEGE OF DESIGN

Signature: Nicole Wilkenburg, for RH
Controller

Printed Name: Rich Haluschak

Title: Senior VP & Chief Financial Officer

Date: 7/31/18

PARTNER

Signature: PLester

Printed Name: Patrick Lester

Title/Organization: City Manager

Date: ~~7/31/18~~ 8/10/18

om RH
7/25/18

APPROVED AS TO FORM

August 7, 2018
CHARLES PARKIN, City Attorney

By [Signature]
MONICA J. KILAITA
DEPUTY CITY ATTORNEY