

Memorandum of Understanding (MOU)

City and County of San Francisco and InnovateUS

This Memorandum of Understanding (MOU) is entered into by and between the City and County of San Francisco and InnovateUS (“InnovateUS”) on [Date].

1. Purpose

- 1.1** [The City and County of San Francisco [the City] wants to provide training for city employees on digital, data, innovation and AI skills.
- 1.2.** InnovateUS provides no-cost, at-your-own pace learning in digital, data, innovation and AI skills for public professionals to deliver more effective and equitable services.
- 1.3.** The City and InnovateUS agree that the purpose of this MOU is to further the City’s goal of providing training for city employees on digital, data, innovation and AI skills and InnovateUS’s mission of improving lives by enabling public professionals to deliver more effective and equitable policies and services.
- 1.4.** This MOU outlines and formalizes the no cost agreement between the City and InnovateUS that is mutually beneficial to the parties. The following sections detail the terms under which this collaboration shall be executed.

2. Objectives

- 2.1.** This collaboration is designed to:
 - 2.1.1.** Improve how public professionals work by upskilling them in the latest skills needed to improve how they deliver services and make policy.
 - 2.1.2.** Increase learning and professional development among public professionals.
 - 2.1.3.** Increase equity by ensuring that public professionals know how to consult and codesign with residents as part of their work.
 - 2.1.4.** Improve public leadership’s understanding of the skills of public professionals.
 - 2.1.5.** Improve trust in government by helping government to be more effective by applying improved ways of working.

3. Implementation

3.1. InnovateUS will provide free weekly or bi-weekly workshops on digital, data, innovation and AI skills and make those freely available online to City employees [“the services”]. The monetary value of the service is \$0 dollars.

3.2. InnovateUS will provide with online courses so that they can host the material in their Learning Management System (LMS). Specific courses will selected by the City. .

3.2.1. All course material provided by InnovateUS is licensed under a Creative Commons 4.0 License. All InnovateUS material will be clearly attributed by the logo, website, and date the material was last updated.

3.2.2. If InnovateUS determines the need to update course content, they will provide the necessary materials to the City with the expectation that updates are made within 4 weeks of delivery.

3.3. The City will send one or more city employees selected by the City Chief Information Officer or his designee to participate in InnovateUS quarterly advisory calls and meet with InnovateUS leadership from time to time to explore how to promote uptake of learning and evaluate progress.

4. Data Sharing

4.1. InnovateUS will share aggregated, non-identifiable data about attendees (number, agency) to the workshop program affiliated with the City, on a monthly basis. It is our aim during the course of the year to publish such data on the InnovateUS website as well.

4.2. The City will collect and share aggregated non-identifiable data on a monthly basis through a CSV or automated data stream with InnovateUS so that they can assess participation and user satisfaction. At minimum, the City will share learner totals, learner progression and responses to surveys embedded in the content. There is no minimum survey participation required under this Agreement.

4.3. From time to time, InnovateUS may draft surveys with the request that the City share with learners to the end of assessing skill use, efficiency gains and otherwise solicit feedback from learners on courses. The City agrees to at its discretion to distribute and report outcomes back to InnovateUS. City employees are not required to respond to surveys in order to continue accessing the learning product.

Each party retains all right, title and interest in and to all information and data it provides to the other party in furtherance of the Project. The receiving party is authorized to have access to and make use of the other party’s data solely to the extent necessary for performance of the Services under this Agreement. This includes all data contained in City databases and systems that the City may provide to InnovateUS or InnovateUS may access under this agreement.

Access to City Data must be strictly controlled and limited to InnovateUS' staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of InnovateUS.

InnovateUS is provided a limited non-exclusive license to use City Data solely for performing the services under the Agreement and not for InnovateUS's own purposes or later use. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by InnovateUS, subcontractors, and/or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized.

5. Measurement and Evaluation

5.1. Together the parties will establish a set of metrics to assess the success and effectiveness of the programs and their impact on government services and citizen well-being resulting from the collaboration under this agreement.

5.2. The parties will mutually agree on matters related to publication, media engagement, and public communication about this partnership. The City grants InnovateUS permission to pursue the writing of articles, reports, presentations, media engagement, public communication or other publications based on the work accomplished under this MOU. InnovateUS agrees to submit to the City for review and comment on any publications prior to the release and/or dissemination that are based on work accomplished under this MOU to Michael Makstman at Michael.Makstman@sfgov.org. The City will have a minimum of 30 days to review any submitted materials and will make every effort to work with InnovateUS representatives to resolve outstanding questions or concerns in a timely manner. Notwithstanding the foregoing, each party may reference the program and provide information regarding the program to its students, employees, agents, and potential new partners or funders without express written approval. InnovateUS may not use the City Seal except as pre-approved by the City and such approval is subject to the approval of the appropriate City Boards and Commissions.

5.3. InnovateUS reserves the right to note the participation of the City on its websites. The parties will mutually agree on all other matters related to publication, media engagement, and public communication.

6. Duration and Termination

6.1. This MOU is effective upon execution and remains in force for a period of 2 years.

6.2. Either party can terminate this MOU at any time by providing written notice.

6.3. Upon termination, the City will remove the content from their LMS within 4 weeks.

6.4. Upon termination, InnovateUS will return all City Data given to, or collected or created by InnovateUS which includes all original media. InnovateUS shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor’s environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. InnovateUS will provide City with written certification that such purge occurred within five (5) business days of the purge.

6.5. InnovateUS and the City acknowledge and agree that this agreement will not be used for the Department’s general acquisition of goods and services otherwise subject to the requirements of the San Francisco Administrative Code. Nothing in this Agreement shall prohibit InnovateUS from participating in a competitive solicitation or otherwise contracting with City or Department to provide City with goods or services if done in compliance with all applicable City procurement and solicitation rules, regulations, policies, and procedures and all applicable conflict-of-interest laws. If InnovateUS is instrumental in developing the scope of work for a future procurement, then InnovateUS is prohibited from bidding on that future procurement. InnovateUS acknowledges and agrees that under certain laws, including California Government Code section 1090, involvement in preparing for a procurement may disqualify InnovateUS from participating in a later competitive bid process or from having any direct communication with or receiving any compensation or other benefit from a bidder, contractor, or vendor with respect to a resulting procurement.

7. Records

Each Party will comply with its own policies and procedures related to data maintenance, security, and storage.

7.1. Access to Data and Confidential Information. The parties agree to not exchange confidential information, including any personally identifiable information, during the course of the work detailed in this agreement. Notwithstanding, the following apply to all information shared between the parties.

7.1.1. InnovateUS is responsible for ensuring that all staff involved in the projects covered by this MOU are made aware of the confidentiality, disclosure, transmission, destruction, storage of, and access to the data shared.

7.1.2. InnovateUS agrees to limit the number of staff with access to those necessary to accomplish any related projects.

7.1.3. InnovateUS will limit access, use, or disclosure of the information in the data associated with this MOU to Authorized Staff.

7.1.4. InnovateUS will instruct all members of the Authorized Staff about the requirements for handling information and about the potential sanctions for unauthorized disclosure or use of this information.

7.2. Any records shared between the Parties under this MOU are subject to the California Public Records Act, (California Government Code § 7920 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

7.2.1. The parties acknowledge that the City is a public agency subject to the California Public Records Act, (California Government Code § 7920 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67).

7.2.2. InnovateUS further acknowledges that information shared between the parties waives any general rights to claims of confidentiality or exemption from the California Public Records Act, (California Government Code § 7920 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67).

7.2.3. 7.2.4. The Parties agree to consult one another prior to releasing any records to third parties, and to cooperate in good faith to assert protections permitted by the California Public Records Act, (California Government Code § 7920 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Upon request or demand of any third person or entity not a party to this agreement for production, inspection and/or copying of information, the disclosing party will notify the receiving party that a request has been made by electronic mail. The disclosing party shall be responsible for taking necessary legal steps to protect information deemed by it to be confidential or exempt from disclosure and to prevent release of information to the requestor by the receiving party.

8. Use of Data and Information

8.1. Use of any data or information shared under this MOU must be limited to the purposes specified in this MOU and/or any project attachments incorporated to this agreement.

8.2. No data will be shared or reported at any time or in any manner that permits direct or indirect identification of any individual.

9. Disputes

9.1. InnovateUS agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of InnovateUS in the performance of the InnovateUS Services to be provided under this Agreement, except those arising by reason of the sole negligence of the City, its officers, employees and agents.

InnovateUS also agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, from any and all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right

of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of InnovateUS's services under this Agreement.

10. Notices.

9.1. Notices or questions concerning this MOU shall be made in writing as follows:

City and County of San Francisco

Michael Makstman, Chief Information Officer

Michael.Makstman@sfgov.org

InnovateUS

Fred DeJohn, Chief Financial Officer of the GovLabs

fdejohn@thegovlab.org

Signatures

InnovateUS

Signature: _____

Name: Fred DeJohn

Title: Chief Financial Officer of the GovLabs

Date: Date

City and Country of San Francisco

Department of Technology

Signature: _____

Name: Michael Makstman

Title: Chief Information Officer

Date: Date

Approved as to Form

David Chiu

City Attorney

Margarita Gutierrez

Deputy City Attorney