

## **CIVIC BRIDGE DONOR SERVICES AGREEMENT**

between the City and County of San Francisco acting by and through its San Francisco Human Rights Commission, Office of Racial Equity

and

Adobe

### **RECITALS**

WHEREAS, The Civic Bridge Program, a 16 week program that is an initiative of the San Francisco Mayor's Office of Civic Innovation, matches pro bono private sector talent with certain departments of the City and County of San Francisco ("City") to address specific policy or operational challenges facing those departments. Under the Program, private companies and individuals may donate consulting services free of charge to the City to help City departments develop cutting-edge strategies and solutions to improve public sector service delivery and enhance internal process capability; and

WHEREAS, San Francisco Human Rights Commission ("Department"), a department of the City, seeks volunteer consulting services to help design and build San Francisco's Racial Equity Index ("the Project"); and

WHEREAS, Adobe Inc. ("Donor") proposes to donate to the Department consulting services for the Project free of charge as a gift-in-kind ("Donor Services"); and

WHEREAS, the Donor Services will be a team of 3-6 employees giving approximately 20% time to assist the Department with this work over the course of 16 weeks;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, the parties hereto agree as follows:

#### **1. Description of Donor Services.**

Donor will provide free consulting services on a volunteer basis to the Department for the Project over an approximately 16 week period expected to run between September of 2021 and January of 2022. The monetary value of the donation is \$62,400.

The Donor Services will be a team of 3-6 employees giving approximately 20% time to assist the department with this work over the course of 16 weeks. At the end of the Project, the Donor will provide the Department with a public-facing San Francisco Racial Equity Index ("Deliverables"). The parties acknowledge and agree that deliverables provided under this agreement may be subject to applicable public disclosure laws, including the City's Sunshine Ordinance.

All rights relating to copyright, patent, trade secret, trademark and any other intellectual property or proprietary rights ("Intellectual Property Rights") in the Deliverables owned by Donor prior to providing the Services remain solely with Donor ("Donor Pre-Existing Property"). All Intellectual Property Rights owned by City prior to Donor providing the Services remain solely with City ("City Pre-Existing Property").

With respect to any Intellectual Property Rights in the Deliverables or other work product jointly created by Donor and City under or pursuant to this Agreement ("Jointly-Developed Property"), any patent rights and/or trade secrets contained in the Jointly-Developed Property are owned by City. To the extent that City owns any patent rights and/or trade secrets in the Jointly-Developed Property, City hereby assigns all such rights to Donor, excluding City Pre-Existing Property.

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.

The Department hereby agrees to accept the Donor Services, and will use its discretion in deciding how to deploy or implement the Donor Services, but in any event will comply with the terms of this agreement. The parties acknowledge and agree that the Donor Services are for the benefit and use of the City.

Donor and Department acknowledge and agree that the Civic Bridge Program 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 Donor 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 Donor is instrumental in developing the scope of work for a future procurement, then the Donor is prohibited from bidding on that future procurement. The Donor acknowledges and agrees that under certain laws, including California Government Code section 1090, involvement in preparing for a procurement may disqualify a Donor 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.

## **2. No Employment Relationship.**

Donor acknowledges and agrees that providing Donor Services for the City does not create any employment relationship or expectation of a future employment relationship between the Donor and the City or its Department. Donor acknowledges and agrees that the City may, in its sole discretion, provide Donor with access to certain City resources for the purposes of the Project but that the provision of such access shall in no way be construed as creating, or giving rise to, any employment relationship. The City may reject Donor's services at any time without notice or hearing or cause.

The City or Department will not provide any compensation of any kind to the Donor for the Donor Services provided under this Agreement, and no expenses of any kind will be reimbursed. Donor shall not represent or hold him or herself out to be an employee of the City at any time.

Prior to beginning the Donor Services, Donor shall execute an acknowledgement, in a form acceptable to the City, that he or she is not an employee of the City.

### **3. Proprietary or Confidential Information of City.**

The City will not disclose "Private Information" to Donor within the meaning of San Francisco Administrative Code Chapter 12M, Donor and Donor's employees shall not have access to such information.

During the Project, either party may have access to the other party's proprietary or confidential information, the disclosure of which to third parties may damage the disclosing party. If a party discloses proprietary or confidential information to the other party, such information must be held by the receiving party in confidence and used only in performing the Agreement. The receiving party shall exercise the same standard of care to protect such information as a reasonably prudent business entity would use to protect its own proprietary or confidential information. For the purposes of this section, confidential information means non-public or proprietary information about a disclosing party's business related to technical, commercial, financial, employee, or planning information that is disclosed by the disclosing party to the other party in connection with this Agreement, and (A) is identified in writing as confidential at the time of disclosure, whether in printed, textual, graphic, or electronic form; or (B) is not identified as confidential at the time of disclosure, but is by its nature confidential or the receiving party knows, or ought reasonably to know, is confidential. Any Donor technology and will be deemed confidential information of Donor without any marking or further designation. Confidential information does not include information that: (1) has become public knowledge through no fault of the receiving party; (2) was known to the receiving party, free of any confidentiality obligations, before its disclosure by the disclosing party; (3) becomes known to the receiving party, free of any confidentiality obligations, from a source other

than the disclosing party; or (4) is independently developed by the receiving party without use of confidential information.

The City or Department shall not make available to Donor access to City information system networks that are not available to the public without the consultation (and approval) of the City's Chief Information Security Officer and the Donor.

The City or Department shall not make available to Donor Protected Health Information ("PHI"), which means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an company; the provision of health care to an company; and (ii) that identifies the company or with respect to where there is a reasonable basis to believe the information can be used to identify the company, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information (45 C.F.R. Sections 160.103, 164.501).

4. **Workers Compensation.** Donor acknowledges and agrees that the City is not obligated to and does not carry any insurance for Donor, and any condition, illness or injury that Donor suffers in the performance of the Donor Services shall be covered by the Donor's insurance.
5. **Use of City and County Property for Business Purposes Only.** All City equipment, devices, materials, supplies, furnishings (e.g., photocopiers, telephones, computers, printers, vehicles, stationary, fax machines) must be used only to conduct City business. Use of City property for personal, political, or other non-City business is strictly prohibited and could lead to the City's rejection of further Donor Services from the Donor.
6. **Indemnity.**

Donor 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 Donor's services under this Agreement.

City agrees to defend, indemnify and hold harmless Donor from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of City in its obligations under this Agreement, except those arising by reason of the sole negligence of Donor.

In the event of concurrent negligence of City, its officers, employees and agents, and Donor, the liability for any and all claims for injuries or damages to persons

and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

**7. Effective Date; Term; Termination.**

The effective date of this Agreement shall be September 20 2021. The term of this Agreement shall commence on the effective date, and shall end on January 21 2022, provided that the City can reject all or any part of the Donor Services being provided under this Agreement at any time upon written notice. Either party may terminate this Agreement, at any time during the term hereof, for convenience and without cause, by giving the other party written notice of termination.

**8. Notices.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To Department: Sami Iwata; [sami.iwata@sfgov.org](mailto:sami.iwata@sfgov.org); 25 Van Ness Ave #800, San Francisco, CA 94102

To Donor: Ashley Rhodes; [asrobert@adobe.com](mailto:asrobert@adobe.com); 601 Townsend St, San Francisco, CA 94103

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice.

**9. Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**10. Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

**11. Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

*[Remainder of page intentionally left blank]*



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

**CITY:** \_\_\_\_\_

SAN FRANCISCO HUMAN RIGHTS  
COMMISSION

By: Sheryl Davis  
Electronically  
signed by:  
Sheryl Davis  
Date: Aug 28,  
2021 16:02 PDT

Sheryl Evans Davis  
Executive Director

**DONOR:** \_\_\_\_\_

ADOBE INC.

By: Joshua Felt  
Electronically  
signed by:  
Joshua Felt  
Date: Sep 1,  
2021 10:05 MDT

Print Name: Joshua Felt

**Approved as to Form:**

Dennis J. Herrera  
City Attorney

By: Zachary Porianda  
Electronically  
signed by:  
Zachary Porianda  
Date: Aug 31,  
2021 18:48 PDT

Zachary Porianda  
Deputy City Attorney