

DONOR SERVICES AGREEMENT

between the CITY AND COUNTY OF SAN FRANCISCO acting by and through its
DEPARTMENT OF TECHNOLOGY

and

CITY INNOVATE, A PUBLIC BENEFIT CORPORATION

RECITALS

WHEREAS, the Startup in Residence (STIR) program in the San Francisco Department of Technology's Office of Civic Innovation ("Department"), 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, the City seeks volunteer consulting services for the STIR program ("the Program"); and

WHEREAS, City Innovate, a public benefit corporation ("Donor") proposes to donate consulting services for the Project free of charge as a gift-in-kind ("Donor Services") to the City; and

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 City for the Program for a term of five years from October 9, 2018 through October 8, 2023, in the form of a STIR Network Participation to support the Startup in Residence (STIR) Program described as Scope of the Engagement in the attached Exhibit A (the "Donor Services").

The parties acknowledge and agree that deliverables provided under this agreement are subject to applicable public disclosure laws, including the City's Sunshine Ordinance.

Unless specifically agreed upon in advance by Department, all work product and deliverables prepared in whole or in part by Donor under this Agreement shall be the property of City.

However, Donor may retain and use copies for reference and as documentation of the volunteer experience and capabilities.

If, in connection with consulting services provided under this Agreement, Donor creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software,

reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Donor under this Agreement are not works for hire under U.S. law, Donor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Donor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

The City agrees to accept the Donor Services subject to the approval of all appropriate Boards and Commissions, and will use its discretion in deciding how to deploy or implement the Donor Services. The parties acknowledge and agree that the Donor Services are for the benefit and use of the City, without restriction.

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. Fees.

The value of the Donor Services is \$25,000 (Twenty Five thousand dollars) per year and the total value of the services for the term of the Agreement is \$125,000 (One hundred and twenty five thousand dollars). The services are donated to the City subject to the approval of all appropriate Boards and Commissions.

3. Relationship of the Parties.

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 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.

The Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between City and Donor to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. A Party shall not have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or act as or be an agent or representative of or otherwise bind the other Party.

4. Proprietary or Confidential Information of City.

If this Agreement requires City to disclose "Private Information" to Donor within the meaning of San Francisco Administrative Code Chapter 12M, Donor and Donor's employees shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Donor Services. Donor is subject to the enforcement and penalty provisions in Chapter 12M.

In the performance of Donor Services, Donor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Donor, such information must be held by Donor in confidence and used only in performing the Agreement. Donor 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. 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.

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). In the event that PHI is inadvertently produced to Donor, Donor shall immediately return the PHI and shall not use or disclose the PHI in any manner.

5. 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.

6. 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.

7. Indemnity.

Donor 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 Donor in the performance of the Donor Services to be provided under this Agreement, except those arising by reason of the sole negligence of the City, its officers, employees and agents.

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.

8. Effective Date; Term; Termination.

The effective date of this Agreement shall be October 9, 2018. The term of this Agreement shall commence on the effective date, and shall end on October 8, 2023, 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.

9. 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 City: City and County of San Francisco
Department of Technology
Krista Canellakis
One South Van Ness Ave., 2nd Floor
San Francisco, CA 94103
415.715.4854

To Donor: Kamran Saddique
Co-Executive Director
City Innovate
995 Market St, 2nd floor
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.

10. 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.

11. 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.

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

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

DONOR

DocuSigned by:
Kamran Saddique
By: 5EEC84F7EEDC487...
Kamran Saddique
Co-Executive Director
City Innovate

CITY AND COUNTY OF SAN FRANCISCO

DocuSigned by:
Linda Gerull
By: 5F172D9980A04F7...
Linda Gerull
City Chief Information Officer
Department of Technology

Approved as to Form:

Dennis J. Herrera
City Attorney

DocuSigned by:
Margarita Gutierrez
By: 3AA5640935284BE...
Margarita Gutierrez
Deputy City Attorney

EXHIBIT A SCOPE OF ENGAGEMENT

Donor Obligations:

- Pre-Residency Support including assistance with scoping, selecting and refining technology challenges
- Recruitment of startup participants
- Providing an online dashboard for reviewing and evaluating startup participants
- Facilitation of scoping workshops for the program
- Facilitation of technical guidance through third parties, as necessary or requested
- Support and guidance throughout the program, including a dedicated City Innovate point of contact.
- Access to the STIR Network Learning Management System and Playbooks
- Organization and invitation to attend an annual conference hosted by City Innovate.
- Pitch preparation support to help startup and Department teams build a narrative that shares the project outcomes at Demo Day
- Access to and insight from other cities' STIR Challenges and their solutions.
- Facilitate potential opportunity for "piggybacking" partnerships with other cities' RFP processes Facilitate potential opportunity to collaborate with other Cities and Departments to utilize same pricing terms for the same or substantially similar product(s) and service(s)