

Memorandum of Understanding

Between Manufacture: San Jose and Metropolitan Education District

This Memorandum of Understanding (MOU) is entered into this 19th day of January 2022, by and between the Metropolitan Education District and Manufacture: San Jose.

1. Purpose +

The Parties are committed partners in creating a pilot initiative to develop an advanced manufacturing technical skills training program for adults to begin careers in manufacturing. This MOU describes their roles, responsibilities, and commitment to working together- on a CNC Operator Training Program and to advance opportunities for adults to find meaningful employment.

2. Program Description

Manufacture: San Jose (MFG:SJ) and the Metropolitan Education District (MetroED) are piloting a partnership that will advance no less than three cohorts of a CNC Operator Training Program during 2022. Manufacture: San Jose will provide the curriculum and instructor for this program and will recruit businesses to hire participants following the completion of this program; MetroED will provide the facility for hands-on training.

3. Responsibilities

Manufacture: San Jose will develop and implement, through their instructor, a curriculum that will develop the skills necessary for program participants to find meaningful employment at a San Jose-based manufacturer.

MetroED will provide the facility for program participants to learn the skills needed to operate CNC Machines. "A separate Application & MOU for Use of School Facilities at MetroED will need to be completed by Manufacture: San Jose. The Application & MOU for Use of School Facilities shall be attached to this MOU as Exhibit A.

MFG:SJ will act as the initiative coordinator and will recruit local manufacturers to hire 10-trained participants upon completion of each cohort of the program.

4. Materials and Supplies

MFGSJ shall furnish, at its own expense, materials, supplies and other items necessary to complete the services to be provided pursuant to this MOU. These items are included in the statement of work between MFGSJ and Goodwill SV and will be covered by Goodwill SV.

5. Insurance

Pursuant to Section 6, the MFGSJ agrees to carry appropriate workers compensation insurance and comprehensive general and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage to protect Parties and MetroED against liability or claims of liability, which may arise out of this MOU. No later than the actual start date, Parties shall provide MetroED with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Parties agree to name MetroED and its governing board, officers, agents, and employees as additional insured under said policy.

6. Indemnification/Liability

The Parties agree to mutually indemnify and hold harmless each other against claims against their respective agencies as a result of any or all actions, claims, damages, and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors or omissions of the other party. The Parties further agree that each shall not be held liable for any special, consequential, indirect, or incidental damages incurred as a result of this MOU. This Memorandum of Understanding will continue to remain in force and govern all services for the period from January 31, 2022, through December 31, 2022, unless terminated per Section 9 of this MOU.

7. Confidential Information

Each of the parties stated below has and will develop and own certain Confidential Information, which has great value to their businesses. "Confidential Information" includes information disclosed to any party during the course of this Agreement, and information developed or learned by any party during the course of this Agreement. Confidential Information is broadly defined and includes all information, which has or could have commercial value or other utility in any party's business. Confidential Information also includes all information, which could be detrimental to its interests if it were to be disclosed. Each party agrees that at all times during and after the duration of this Agreement; each party will keep confidential and not disclose to any third party or make any use of the Confidential Information of any other party stated below, except during the course of this Agreement for the benefit of all parties involved. For purposes of this Agreement, the disclosure of any Confidential Information at any time shall be considered "unfair competition." All parties also agree not to remove or permit the removal of Confidential Information from its or any other party's place of business without the express written authorization of an officer of the party whose business it pertains to. All parties acknowledge that they are aware that the unauthorized disclosure of Confidential Information of any party may be highly prejudicial to its interests, an invasion of privacy, and improper disclosure of trade secrets. Each party confirms that they have no other agreements, relationships, or commitments to any other person or entity that would conflict with any party's obligations to all parties stated below under this Agreement. No party will disclose to another party or use or induce any other party stated below to use any proprietary information or trade secrets of others. Each party represents and warrants that it will not infringe upon or violate the rights of any third party with regard to any intellectual property, inventions, patents or copyrights in performing the Services under this Agreement.

In the event any party's Services are terminated (voluntarily or otherwise), all parties stated below agree to inform all other parties of all documents and other data relating to its Services which are in that party's possession and control and to promptly deliver all such documents and data to the party in which the data is owned. Each party understands that the taking of any other party's trade secrets could result in civil liability under California's Uniform Trade Secrets Act (Civil Code sections 3426-3426.11), and that willful misappropriation may result in an award against the offending party of triple the amount of the injured party's damages and the injured party's attorneys' fees for collecting such damages.

Because the breach of any provision of this Agreement will cause the injured party irreparable harm for which money is inadequate compensation, the offending party agrees that the injured party will be entitled to injunctive relief to enforce this Agreement, in addition to damages and other remedies. Each of the rights and remedies in this Agreement is cumulative and no one right or remedy shall be exclusive of the others.

8. Rights in Data

Each party agrees that all other parties named below shall retain all right, title, and interest in the MOU and subsequent Work Product created therein, including all patents, copyrights, trademarks, trade secrets, intellectual property, and other proprietary rights in or based on the Work Product. "Work Product" means all deliverables, written and graphic products and research data, programs, technical curriculum, and systems, in whatever form, produced or created specifically incorporated into all deliverables, written and graphic products and research data, programs, technical curriculum, and systems delivered to all other parties named below as a result of, or related to the performance of the Services.

All parties understand that each individual party shall retain all rights that each individual party may have in the Background Technology. "Background Technology" means all tools, programs, systems, data, and materials, in whatever form and are previously or separately owned solely by the individual party or licensed to the individual party with a right to sublicense.

9. Termination

a. Mutual Termination - This MOU may be terminated at any time upon a mutual MOU of the Parties.

b. Termination for Cause - This MOU may be terminated for cause if a party has materially breached the MOU where the defaulting party has been given notice of its deficiencies and has failed to correct such deficiencies within fifteen (15) days after receipt of such notice or such longer time as agreed upon by the Parties. Termination pursuant to this section shall be effective at the expiration of the cure period. This provision shall not constitute an election of remedies by or liquidated damages to the terminating party. The terminating party shall have and retain all rights to damages at law and rights to equitable relief in the event of breach by the defaulting party.

c. Termination for Convenience - This MOU may be terminated without cause by any party upon fifteen (15) days advance written notice to the other parties.

10. Notice

All notices or demands to be given under this MOU by any of the parties to the other parties shall be in writing and given either by: (a) personal services, (b) by U.S. Mail, or (c) electronic mail. Service shall be considered given when received if personally served, if mailed on the third day after deposit in any U.S. Post Office, or when sent if emailed. The address to which notices or demands may be given may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the parties are as follows:

Metropolitan Education District

Name: _____
Title: _____
Phone: _____
Zip: _____

Address: _____
City: _____
State: _____
Email: _____

Manufacture: San Jose

Name: _____
Title: _____
Phone: _____
Zip: _____

Address: _____
City: _____
State: _____
Email: _____

11. Term of MOU

- a. This MOU becomes effective upon signing by all parties.
- b. Start Date: January 31, 2022
- c. End Date: December 31, 2022

12. Authorized Representatives

Parties understand and agree that this document contains the entire understanding of the Parties relating to the subject matter and that this MOU cannot be waived or altered except in writing and signed by representatives of all Parties.

IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of Santa Clara, State of California.

Metropolitan Education District

Manufacture: San Jose

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____