

Bloomberg Harvard City Leadership Initiative

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into as of the date of the last signature below (“Effective Date”) between President and Fellows of Harvard College acting through the Bloomberg Harvard City Leadership Initiative at the John F. Kennedy School of Government (“Harvard”) and the City of Columbia, Missouri, a municipal corporation (“CITY”). Each of Harvard and the CITY are sometimes referred to herein as a “Party” and collectively as the “Parties.”

The purposes of this MOU are (A) to state terms regarding the engagement by the CITY of one or more Bloomberg Harvard City Hall Fellows (each, a “Fellow”), who are graduates of masters or professional degree programs at Harvard University; and (B) to provide for each Fellow to work for the leadership team of the CITY for a two-year term on a specific policy area (the “Engagement”).

The Parties agree as follows:

1. Scope of Engagement. Each Fellow will work with the leadership team of the CITY, providing general support on a specific priority area and deliverables. For each Fellow, Harvard and the CITY shall agree in advance on the project or policy area on which the CITY will engage the Fellow and the expected dates of the Engagement to ensure that the Engagement includes sufficiently meaningful and rigorous responsibilities to warrant inclusion in the fellowship program (“Fellowship”).

2. Supervision. The CITY will give work assignments to the Fellow and will supervise the Fellow's work for the CITY. The Mayor and the City Manager will provide supervision, mentorship and guidance to help support the Fellow's tasks, objectives, and professional development. The CITY will provide access to all data, systems and technology necessary for the Fellow to conduct his or her work, commensurate with such access as CITY provides to employees of its leadership team.

To advance the goals of the Bloomberg Harvard Fellowship program, Harvard will provide at least two trainings for the Fellow, the first at the commencement of the Engagement and a second partway through the Engagement. So that Harvard may receive meaningful feedback regarding the Fellowship program, the CITY supervisor overseeing the Fellow and City Hall Fellowship staff will communicate from time to time at Harvard's request on the Fellow's mentorship and work.

3. Salary and Benefits; Office Facilities. Neither the CITY nor Harvard will employ the Fellow. The Fellow will be employed by a third-party employment organization engaged to employ the Fellow during the period of his or her work for the CITY. Harvard will reimburse the third-party organization for salary and benefits costs and a fixed housing allowance for the Fellow. In no event will Harvard or CITY be deemed an employer, joint employer or co-employer of the Fellow.

The CITY will provide the Fellow with suitable office resources, including a desk, a computer, a phone, an email account, and appropriate access to CITY networks, servers, and printers. CITY will also provide access to general productivity software such as word and data processing and email programs, and such other software programs as may be appropriate for the Fellow's work.

4. CITY Direction and Control. While conducting work for CITY, the Fellow shall at all times be under the direction and control of the CITY. The CITY will afford comparable workplace grievance procedures and protections as it provides similarly situated CITY employees. The CITY will be responsible to inform the Fellow as to any applicable conflict of interest laws, ethics rules, and public records laws and guidelines, to the extent such laws and rules apply to the Engagement and the Fellow's position and non-employee status within CITY. The Fellow must complete any required training or other requirements related to his or her Engagement by CITY. CITY will be responsible to provide appropriate orientation to the Fellow regarding workplace rules and expectations, including providing the Fellow with a written copy of applicable CITY policies and procedures. In no event will Harvard be responsible for Fellow's compliance or non-compliance with such rules, regulations, laws or workplace policies and procedures as may apply to the Fellow during the course of the Engagement. To the extent permitted by law, CITY will provide the appropriate designation to Fellow such that the Fellow will be afforded tort immunity commensurate with that applicable to CITY employees.

5. Term and Termination. This Agreement will commence on the Effective Date and remain in effect until the later of the fifth (5th) anniversary of the Effective Date or the date on which any Engagement of a Fellow in effect as of such fifth anniversary is completed, unless sooner terminated as provided herein. Either Party may terminate this Agreement on ninety (90) days' prior written notice to the other Party, provided that any Fellow working for the CITY at the time of such notice will be permitted to complete his or her Engagement and the terms of this MOU will continue to apply for the remainder of such Engagement. Notwithstanding the foregoing, Harvard may terminate the Fellowship award for any Fellow in the event it determines the purposes of the Fellowship are not being fulfilled or in the event a Fellow elects to withdraw from the Fellowship, and the CITY may terminate a Fellow's Engagement in the event it determines the Engagement is no longer suitable. In such event, the Party taking action to terminate shall provide prompt written notice to the other Party of such termination.

The CITY and Harvard will work together to create a successful Engagement and will cooperate on the resolution of issues that may arise.

The provisions of Sections 4-8 and 9(e) will survive termination or expiration of this Agreement.

6. Limitation of Liability. The CITY understands and agrees that Harvard is not responsible for the performance, misfeasance, or non-performance by the Fellow, and does not warrant or make any representations concerning the accuracy, completeness, suitability, condition or benefits of the Fellow's work, including any ideas, judgments, opinions, projections, analyses or estimates which the Fellow may provide in the course of the Engagement. The CITY agrees that (i) any decision the CITY may make to rely on any work product provided by the Fellow shall be at its own risk, and the CITY shall not make, and hereby waives, any and all claims or causes of action

against Harvard relating to, any claims, liabilities, losses, damages, costs or expenses of any kind which the CITY may at any time sustain or incur in connection with or arising out of any work product or the CITY's reliance thereon or use thereof, or any other aspect of the Engagement of the Fellow.

In no event shall CITY or Harvard be liable to the other for any indirect, consequential, exemplary or punitive damages whatsoever in connection with claims arising under or relating to this MOU, whether based upon a claim or action of contract, warranty, negligence, strict liability, or any other legal theory or cause of action, even if advised of the possibility of such damages.

7. Intellectual Property

The CITY shall be responsible to make arrangements directly with the Fellow in regard to ownership of work product produced by the Fellow in the course of the Engagement, and Harvard shall have no responsibility in regard to any such arrangements. Notwithstanding the foregoing, the CITY shall not unreasonably condition, restrict or delay the Fellow's right to present or publish works of authorship describing the Fellow's experience and insights regarding the Engagement.

Notwithstanding anything contained herein to the contrary, it is understood as a part of the leadership team Fellow may be exposed to non-public confidential information during the Engagement. The CITY is responsible for informing the Fellow of any obligations not to disclose any confidential information acquired during the Engagement and may require Fellow to submit in advance for approval any work to be published or presented publicly describing the Fellow's experience and insights regarding the Engagement to ensure such confidentiality is maintained.

8. Publicity and Use of Names. Neither Party may issue a press release or other public announcement about this MOU, nor may it use any name (alone or as part of another name, and in any language), seal, trademark, insignia, or other word, name, symbol, image or device of the other Party (or of any school, department or unit of the other Party) (each, the "CITY Name" or "Harvard Name," respectively) for promotional purposes or any other purposes in connection with this MOU, without the prior written approval of, and in accordance with restrictions required by, the other Party, except that each Party may identify the other in any description of the MOU in its customary listings of activities. With respect to Harvard, CITY may only identify the name "Bloomberg Harvard City Leadership Initiative at the John F. Kennedy School of Government" alphabetically on a general listing in the same size font as other list members, and not in a more prominent manner. Without limiting the foregoing, Harvard may state on its website that it is funding a Fellowship for the Fellow to work for CITY.

In addition to the foregoing, CITY shall not register, in any jurisdiction, any business or company name, trademark, service mark, domain name or trade name, or obtain any other type of registration, that contains or is confusingly similar to any Harvard Name. CITY shall cease any use of Harvard Names authorized under this Agreement on the termination or expiration of this Agreement. Without limiting the foregoing, CITY shall not in any manner suggest that

Harvard or any Harvard department, faculty, school, unit, or affiliate has endorsed CITY or its services.

9. Other Provisions.

(a) Severability. In the event that any provision or section of this MOU shall be held to be invalid by any court, such holding shall not affect in any respect whatsoever the validity of the remainder of the MOU.

(b) Notices. Any notice under this MOU may be given in person, or sent by fax, by electronic mail, by registered or certified mail, postage prepaid, or by recognized delivery service, to the Party's addresses listed below (or such other address as a Party may designate by notice given in accordance with this Section 13(b)), and such notice shall be deemed to have been given when so delivered, sent by fax or electronic mail, or mailed.

For CITY:

City of Columbia City Hall
Attn: City Manager
701 E. Broadway
Columbia, MO 65201

For Harvard:

Neel Chaudhury
79 JFK St., Mailbox #94
Cambridge, MA 02138

(c) Force Majeure. Neither Party shall be liable for any delays or failures in performance due to circumstances beyond the Party's reasonable control that make it illegal or impossible for the Parties to perform their obligations under the Agreement or inadvisable or substantially more difficult for Harvard to continue the Fellowship as planned ("Force Majeure"). The affected Party may terminate this Agreement without liability upon written notice to the other Party within thirty (30) days of the occurrence of Force Majeure. Notwithstanding anything to the contrary in the Agreement, none of the following shall constitute Force Majeure: i) a strike or labor unrest involving CITY's employees; ii) an increase in prices of raw materials, goods, or labor; iii) an event or circumstance that results in a Party's not having sufficient funds to comply with an obligation to pay money.

(d) Entire Agreement; Amendment. This MOU constitutes the entire agreement between the Parties with respect to the transactions which are the subject matter hereof, and supersedes all prior or contemporaneous agreements concerning such transactions. This MOU may not be amended or modified except with the signed, written consent of both Parties.

(e) No Third-Party Beneficiaries. No person or entity other than the Parties shall have any rights, interests or claims under this Agreement or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

Executed as of the Effective Date stated above

For City of Columbia, Missouri

For President and Fellows of Harvard
College acting through the Bloomberg
Harvard City Leadership Initiative at the
John F. Kennedy School of Government

By: _____

By: _____

Printed Name: De'Carlon Seewood

Printed Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Nancy Thompson, City Counselor