



Memorandum of Understanding (MOU)

Between

The Corporation of the City of Vaughan (the “City”)

And

US Ignite

(each a “Party” and collectively the “Parties”)

Date: May 1, 2019

Whereas:

1. US Ignite is a non-profit organization designed to promote international leadership in developing applications and services for ultra-fast broadband networks.
2. US Ignite aims to foster the creation of novel applications and digital experiences that have the potential to transform areas such as healthcare, education and job skills training, public safety, energy, and advanced manufacturing.
3. US Ignite has been awarded a National Science Foundation (“NSF”) grant entitled “Smart Gigabit Communities” (the “Program”) that is assembling and aims to jump-start a growing and sustainable ecosystem of smart gigabit city testbeds and corresponding applications across more than 25 communities, delivering important new advances in healthcare, education, public safety, and other national priority areas. The City intends to work with US Ignite to implement the Smart Gigabit Communities Program in Vaughan. By serving as a coordinator and incubator of this ecosystem, US Ignite will accelerate the adoption of ultra-highspeed networks, providing thought leadership, market-based incentives, and distribution opportunities for its partners.
4. The Parties agree that City will be a Program member, subject to the terms herein.
5. This MOU is intended to provide a summary of the planned relationship between the Parties.

Now therefore, the Parties agree as follows:

1. (a) *Term of Membership*

Program Membership is on a quarterly / 3-month basis (based on a calendar year).

(b) *Membership Fee*

Program Membership Fee is USD \$7,500 per quarter / for a 3-month membership.

(c) *Initial Term*

As the Parties expect the City’s first 3-month member ship to start May 1, 2019, US Ignite will send City’s first Program Membership Fee invoice prior to April 8, 2019.

(d) *Renewal Terms*

Thereafter, at least 30 days before the expiration of any quarter during which City is a member, US Ignite shall provide City with an invoice for the Program Membership Fee for the next quarter, unless, during that current quarter, City notifies US Ignite that it no longer wishes to extend its membership, in which case City's membership will expire at the end of that current quarter, and no further invoices will be sent.

(e) *Membership Revival*

City may revive its membership at a later date with written request for invoice covering the next eligible quarter, and payment thereof.

(f) *Cancellation for Convenience*

City may cancel its membership during a quarter at any time with written notice.

(g) *Cancellation for Cause*

If City has pre-paid a month during which it will no longer be a member due to Cancellation For Cause, US Ignite shall refund any such pre-paid amounts within 30 days of the date City ceases being a member.

"Cancellation for Cause" means membership cancellation by City due to any of the following:

- (i) US Ignite being subject to any bankruptcy or insolvency proceedings;
- (ii) US Ignite failing to cure a material breach of any term or this MOU, or repeated breach of any material term; so long as the Parties have (prior to cancellation) discussed the issues and City has given US Ignite a reasonable opportunity to correct; and/or
- (iii) US Ignite or any employee, officer, director or Board member or owner of thereof is not involved in any situation or occurrence which subjects him/her/it to public scandal, disrepute, widespread contempt, public ridicule, or which is widely deemed by members of the general public, to embarrass, offend, insult or denigrate individuals or groups, or that will tend to shock, insult or offend the community or public morals or decency or prejudice the City in general.

(i) *Commencement and Governing Terms*

This MOU shall commence on the date first mentioned above and govern the relationship between the Parties (and serve as the terms and conditions of membership) during the periods City is a Program member.

2. While a Program member, US Ignite will ensure that City will be entitled to and can enjoy all of the Program benefits outlined in Schedule A (at no additional cost), and City may (in its discretion) perform those activities outlined in Schedule B. While a Program member, City agrees to be listed as and publicly recognized as a participant of US Ignite's Smart Gigabit Communities Program.
3. All information concerning any Party that is provided to any other Party and marked 'Confidential' ("**Confidential Information**") will be kept in strict confidence by the Party to whom such information is provided.

The confidentiality obligations described in this Agreement shall not apply to any information, whether or not such information is Confidential Information, which: (a) was publicly available, in the public domain, or in the receiving party's possession at the time it was communicated by the disclosing party; (b) is or becomes publicly available or in the public domain through no fault of the receiving party or is disclosed to the receiving party by a third party not under a duty of confidentiality to the disclosing party; (c) is independently developed by a receiving party; or (d) is disclosed by a receiving party pursuant to law, freedom of information request or the order, requirement, or request of a court or government authority or by a receiving party to enforce or defend its rights under this Agreement.

4. Except as and to the extent required by law or permitted by this Agreement, without the prior consent of the other Party, neither US Ignite nor the City, and each shall direct its representatives not to, directly or indirectly, make any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure of the existence of any of the terms, conditions, or other aspects of this Agreement or any Confidential Information, except to such of their respective representatives, including legal counsel, as need to know such information in order to provide advice and otherwise perform contracted services.

If a Party is required by law to make any such disclosure, it must first provide to the other Party the content of the proposed disclosure, the reasons that such disclosure is required by law, and the time and place that the disclosure will be made.

5. This MOU: (a) constitutes the entire agreement of the parties with respect to the subject matter hereof; (b) may not be modified or amended, except by a writing signed on behalf of each of the Parties; (c) may be executed in any number of counterparts, each of which shall be an original; (d) may not be assigned by a Party unless the other Party pre-approves in writing.
6. The Parties shall meet to discuss and make good faith efforts to resolve any disputes. In no event shall a party commence legal action against another without prior warning – the intent of this MOU is collaboration and benefits to both Parties, not litigation.
7. Sections 1 to 7 above are legally binding on the Parties.

IN WITNESS HEREOF, as of the date first mentioned above, the parties have signed this Agreement.

US Ignite

City of Vaughan

By:

Name: William F. Wallace
Title: Executive Director

By:

Name: Hon. Maurizio Bevilacqua, P.C.
Title: Mayor

Schedule A – Membership Benefits

- Common local cloud infrastructure
- Access to next generation applications adapted to this infrastructure
- Bolstered organizational and technical capabilities
- Best practices shared across an ecosystem of 25+ cities
- International recognition
- Playbook on organizing local smart community efforts
- Access to next-generation applications developed by other communities
- Invitation to monthly community and technical leader calls for latest updates
- Community and technical consultation monthly and as needed
- Assistance in architecting and deploying a Digital Town Square to spur the local digital economy
- Access to the global digital network linking SGC communities via Internet2, CANARIE, and AARNET
- Exposure at the US Ignite Application Summit for successful activities
- Matching to appropriate corporate partners when beneficial to both parties
- Personalized coaching and mentoring and advice on smart community issues
- Notification of funding opportunities from US Ignite sponsors and other funding sources
- Access to educational materials on next-generation networks and ecosystem building to help spur citizen and corporate imaginations; examples of what other communities are doing to build and keep up local momentum for their “City Ignite” efforts.
- Access to the SGC Community Collaboration Exchange (CCX)
- Connections to developer and entrepreneur groups (if not already present) such as Google Developer Groups, One Million Cups, Code for Canada, IoT Meetups, etc.
- US Ignite agrees to provide to City all the benefits accruing to other partners in the Program and to participants of US Ignite programs, including inviting the City to take part in the following events and opportunities:
 - All events related to Program implementation
 - Meetings and coordination with other community teams where City has operations (e.g., Cleveland, Lafayette, LA).
 - All US Ignite developer conferences and other events, including US Ignite Forum events;
 - Mentorship and development opportunities to co-develop projects.
- Complimentary registration to the US Ignite Application Summit. The Application Summit will provide an exciting space to showcase, share, discuss, celebrate, and learn more about application development, smart and connected community programs, and the next-generation technologies transforming and improving lives across the world.
- Invitations to host and/or sponsor local application competitions in partnership with US Ignite corporate sponsors
- Leadership expertise, contacts, and strategy assistance and advice from US Ignite team

- Engineering time and technical assistance regarding software-defined networking from US Ignite staff and US Ignite partners
- Connections to other US Ignite stakeholders interested in funding new applications or providing in-kind contributions of equipment and services
- Promotion of applications and/or community resources to government agencies, venture capital funders, national foundations, or other potential partners for further development and scaling

Schedule B – Member Activities

- Assist with preparation of publicity materials and hold a press conference announcing its status as a Program member. US Ignite will provide in-kind resources, including communications & media support, to assist with the press conference. Additionally, the Vaughan US Ignite “Champion” will travel to Vaughan in support of the press conference and program kick-off.
- Form an organizing group with broad senior participation to steer the SGC program in City and hold monthly meetings
- Leverage community resources to develop and share with other SGC communities two next-generation applications per year
- Participate in discussions and collaborations with other SGC communities on topics of joint interest
- Name local community and technical leaders who are the point people to organize in-community activities and share them with other SGC communities
- Work with existing gigabit providers to interconnect and trade local traffic at a Digital Town Square at a neutral location
- If Vaughan wants to participate in inter-SGC applications such as LOLA4ALL, connect the Digital Town Square to CANARIE
- Demonstrate useful applications and share with the participants and press
- Matching to appropriate philanthropic partners who may have a stake in the community
- Pursue local sponsorships to support and sustain the SGC efforts in the local community
- Hold events to build and keep up local momentum for smart community efforts; spend may equal about USD \$70,000 per year (in-kind + cash) (such as municipal employee involvement) in smart community efforts (e.g., applications development contests, “City Ignite” accelerator spaces, reverse pitches, etc.). There is no “one size fits all” approach to the correct mix of cash and in-kind resources that Vaughan should commit to the program.
- Load community, application, and leader profiles for your community into the SGC CCX
- Engage with developer, accelerator, and other local tech entrepreneurs to support “City Ignite” application development through these groups and through support for start-ups commercializing them