



KEITH CARSON

Supervisor, Fifth District

BOARD OF SUPERVISORS

October 17, 2024

Honorable Board of Supervisors
Alameda County Administration Building
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

**SUBJECT: APPROVE A SPONSOR AGREEMENT WITH THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA FOR THE GOLDMAN SCHOOL OF PUBLIC
POLICY CAPSTONE PROGRAM PARTNERSHIP**

RECOMMENDATIONS:

- A. Approve the Goldman School of Public Policy/Alameda County Capstone Program Sponsor Agreement with the Regents of the University of California for graduate students to provide research and analysis for up to twelve (12) County-identified projects, for the term of 11/1/24-9/30/25 in an amount up to \$151,648; and
- B. Delegate authority to the County Administrator to finalize negotiations and execute the agreement subject to review and approval as to form by County Counsel.

SUMMARY/DISCUSSION:

The Goldman School of Public Policy (GSPP) and the Alameda County Partnership Capstone Program provides departments and divisions an exciting opportunity to increase their impact as they tackle the most pressing local government challenges facing the communities, they serve in Alameda County.

Alameda County departments and divisions are invited to submit a project proposal to work with a GSPP student to help them solve a specific and current policy problem. This

serves as the student's final capstone project and is a graduation requirement. Throughout the Spring 2025 semester, the student will conduct advanced research and analysis to inform recommendations for evidence-based and actionable solutions to the problem scoped by the county department or division. These solutions will be presented to the department or division to consider for implementation.

Costs associated with the agreement include student stipends for up to 12 projects, GSPP staff time and a 9% contract fee.

The mission of Alameda County is to enrich the lives of Alameda County residents through visionary policies and accessible, responsive, and effective services. This partnership is a unique and valuable opportunity to partner with the Goldman School of Public Policy at UC Berkeley to develop transformational solutions to long-standing public problems. Additionally, the relationships formed during this partnership will build a pipeline that shines a light on Alameda County as a great place to work upon graduation.

FINANCING:

Funds for this agreement are included in Fiscal Year 24-25 Budget, including salary savings. There is no net County cost as a result of this action

VISION 2026 GOAL:

This agreement meets the 10X goal of **Employment for All** and in support of our shared vision of a **Prosperous and Vibrant Economy**.



Keith Carson
Supervisor, Fifth District

**GSPP/ALAMEDA COUNTY CAPSTONE PROGRAM
SPONSOR AGREEMENT**
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
and
ALAMEDA COUNTY

This GSPP/Alameda County Capstone Program Sponsor Agreement (“**Agreement**”), is effective as of November 1, 2024 (“**Effective Date**”), by and between The Regents of the University of California on behalf of the Goldman School of Public Policy (“**GSPP**”), at the University of California, Berkeley (“**University**”), and Alameda County (“**Sponsor**”), having a principal place of business at 1221 Oak Street, Suite 536, Oakland CA 94612.

WHEREAS, University is offering an opportunity for a select group of organizations to benefit from the knowledge, skills and expertise of the University’s MPP, MPA, and MDP students (“**GSPP University Students**”), under the instruction of a faculty member, through one of GSPP’s degree program paths: the MPP Capstone project, the MPA capstone project, or the MDP capstone project (each a “**Capstone Project(s)**”). Alameda County would like to engage GSPP’s Capstone Projects (“**GSPP/Alameda County Capstone Program**”).;

WHEREAS, the GSPP/Alameda County Capstone Program allows Alameda County departments to tap into the talent, creativity, experience and knowledge available at the University to generate tangible, concrete progress on solving a meaningful challenge or opportunity (“**Capstone Deliverable(s)**”), by engaging GSPP University Students - who while earning academic credit - will benefit from immersion in Sponsor’s work/business environment;

WHEREAS, the GSPP/Alameda County Capstone Program works in partnership with organizations to develop innovative solutions to current policy challenges;

WHEREAS, the University faculty’s role in the GSPP/Alameda County Capstone Program is to oversee the participating GSPP University Students in the program, with the purpose of providing the GSPP University Students with tools and experiences to solve real-world policy problems. The University faculty provide to the GSPP University Students initial instruction, a scope of work, useful frameworks, and feedback to ensure meaningful student effort; however, the University faculty do not participate in the creation or development of the Capstone Deliverables;

WHEREAS, University and Sponsor have entered into that certain Mutual Non-Disclosure Agreement, attached as Exhibit B (“**Non-Disclosure Agreement**”); and

WHEREAS, subject to the terms and conditions of this Agreement and the Non-Disclosure Agreement, Sponsor desires to participate in the GSPP/Alameda County Capstone Program and become a Sponsor of the GSPP/Alameda County Capstone Program on its own behalf or through one of its subsidiaries or affiliates;

NOW THEREFORE, in consideration of the mutual promises and obligations set out below, Sponsor and University (collectively the “**Parties**,” and individually, a “**Party**”) agree as follows:

1. Services, Fees and Additional Obligations

A. **Services.** Subject to the terms and conditions of this Agreement, including the Recitals set forth above, University agrees to provide Sponsor with the GSPP/Alameda County Capstone Program services set forth in Exhibit A, attached hereto (“**Services**”).

B. Fees and Expenses

(i) In consideration of the Services and the performance of the GSPP/Alameda County Capstone Program, referenced in Exhibit A, Sponsor shall pay to University the total fixed sponsorship fee of One Hundred and fifty-one thousand, and six hundred forty-eight dollars (\$151,648) (“**Sponsorship Fee**”). Sponsor shall make payment of such Sponsorship Fees and any reimbursable expenses to University within thirty (30) days of receipt of the applicable invoice.

(ii) The Sponsorship Fee covers up to twelve (12) Capstone Projects and GSPP's associated costs in supporting the County's participation in the GSPP/Alameda County Capstone Program. For any increase in the number of Capstone Projects, greater than 12 Capstone Projects, where there is a student match, the Sponsor agrees to pay an additional \$9,000 for each additional Capstone Project. The 12 initial Capstone Projects and any additional Capstone Projects are part of the “**2025 GSPP/Alameda Capstone Projects**.” This amount will be paid to the University within thirty (30) days of receipt of the applicable invoice.

(iii) In addition to the fixed Sponsorship Fee described herein, Sponsor also agrees to reimburse University for any agreed-upon travel (airfare, hotel, car meals, and other transportation), information, research and other expenses incurred in connection with the provision of the Services and the performance of the Capstone Projects. This amount shall be limited to \$5,000 per Capstone Project.

C. **Additional Obligations.** The Parties agree to perform the additional tasks, if any, set forth in Exhibit A.

2. Term and Termination.

The term of this Agreement shall take effect the Effective Date and shall extend through and including September 30, 2025 or until such time as the 2025 GSPP/Alameda County Capstone Projects have been completed, whichever is later. Either Party may terminate this Agreement without cause upon sixty (60) days’ written notice to the other Party. In the event of termination, University will be entitled to retain all payments made to the date of termination.

3. Indemnification.

Each Party shall indemnify, defend and hold the other Party, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages (collectively, "**Claims**") arising out of the performance of this Agreement but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officers, agents, or employees.

4. Insurance

A. The Sponsor shall keep in full force and effect during the term of this Agreement, at the Sponsor's sole expense, insurance as follows ("**Insurance**"):

i. Commercial Form General Liability Insurance with minimum limits as follows:

a. Each Occurrence	\$1,000,000
b. Products/Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000
d. General Aggregate	\$2,000,000

ii. If any representative of the Sponsor will be driving on campus, Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of \$1,000,000 per occurrence

iii. Workers Compensation as required by applicable law.

B. If the Insurance is written on a claims made form, it shall continue for three years following termination of this Agreement.

C. University shall be named as an additional insured on the General Liability and Business Automobile insurance, in proportion to and to the extent of the negligent acts or omissions of the Sponsor or the Sponsor's officers, employees and agents.

D. Upon execution of the Agreement, the Sponsor shall furnish University with a Certificate of Insurance evidencing compliance with the insurance provisions of this Agreement and requiring 30 days advance written notice to the University of any modification, change, or cancellation with respect to the Insurance.

E. The Insurance shall be primary with respect to The Regents of the University of California, its officers, agents, and employees, and any self-insurance maintained by the University shall be in excess of and non-contributory to the Insurance.

5. Intellectual Property

University and its faculty, involved with the GSPP Capstone Program, agree they do not and will not participate in the creation of the GSPP Capstone Deliverables or any GSPP Capstone Project results ("**Capstone Project Results**"), and that all work in the Capstone Project Results is created by the GSPP University Students working on the GSPP Capstone Project(s), which is governed by the GSPP Student Participation Agreement, attached as Exhibit C. The provisions of the GSPP Student's Participation Agreement shall take precedence with regard to intellectual property ownership over any conflicting agreement

between University and the University Student, and the University will make no claim of ownership in the Capstone Project Results of the GSPP University Students.

6. Notices

All notices, approvals, requests, consents and other communications given pursuant to this Agreement shall be in writing and shall be deemed effective on the date sent by email or delivered personally, or three days after the date of deposit with the U.S. Postal Service, certified mail, return receipt requested to the addresses specified below:

A. If to University:

Anne Campbell Washington
Senior Assistant Dean of Academic Programs and Dean of Students
Goldman School of Public Policy
University of California, Berkeley
2607 Hearst Avenue
Berkeley CA 94707

B. If to Sponsor:

Name: Susan S. Muranishi
Title: County Administrator
Address: 1221 Oak Street, Oakland CA 94612
Telephone: 510-272-3862
Email: susan.muranishi@acgov.org

7. Publicity

Provided that University and Sponsor shall not disclose any Confidential Information (as defined in the Non-Disclosure Agreement, attached as Exhibit B), except as provided by the Non-Disclosure Agreement, University and Sponsor shall have the right to disclose through press releases and other media: (i) the existence of this Agreement, and (ii) Sponsor's status as a sponsor of the GSPP/Alameda County Capstone Program to other potential sponsors of the GSPP/Alameda County Capstone Program and members of the general public. GSPP may use Sponsor's logo solely in conjunction with disclosing Sponsor as a sponsor of the GSPP/Alameda County Capstone Program as provided herein. Sponsor may use "University of California, Berkeley" in non-stylized form, without any indicia of endorsement by the University, and in a factual, non-trademark manner, solely to indicate that Alameda County participates in the GSPP/Alameda County Capstone Program.

8. Exhibits

All schedules and exhibits described in this Agreement are to be incorporated in and made part of this Agreement, except that if there is any inconsistency between this Agreement and the provisions of any Schedule or Exhibit, the provisions of this Agreement shall control.

9. Independent Contractor Status

The Sponsor is an independent contractor and is not a joint venturer, employee, agent or partner of University. Neither Party will have the right to obligate or bind the other Party in any manner whatsoever.

10. Name, Trademarks and Logos

A. “**University Trademarks**” means the name “**University of California**” any abbreviation thereof or other trade name, trademark, or logo that represents the University, its products or services. The University Trademarks are protected by federal trademark and California State laws. Except as otherwise expressly provided in this Agreement, without prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection or other delegated authority, Sponsor shall not use the name of the University of California, or any abbreviation thereof, or any name of which “University of California” is a part, or any trademarks or logos of the University, in any commercial context, such as may appear on products, in media (including websites), and in advertisements, in cases when such use may imply an endorsement or sponsorship of Sponsor, its products or services. However, Sponsor may use “University of California, Berkeley” in non-stylized form, without any indicia of endorsement by the University, and in a factual, non-trademark manner, solely to indicate that Alameda County participates in the GSPP/Alameda County Capstone Program.

B. Except as otherwise expressly provided in this Agreement, University shall not use Sponsor’s name, trademarks or logos without Sponsor’s prior written consent.

11. Force Majeure

Neither Party shall be deemed to be in default of or to have breached any provision of this Agreement (other than payment obligations) due to a delay, failure in performance or interruption of service, if such performance or service are impossible to execute, illegal or commercially impracticable, because of the following “force majeure” occurrences: acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, transportation contingencies, freight embargoes, acts or orders of any government or agency or official thereof, earthquakes, fires, floods, unusually severe weather, epidemics, pandemics, quarantine restrictions and other catastrophes or any other similar occurrences beyond such party’s reasonable control. In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the Party claiming excusable delay and the Party claiming excusable delay must promptly notify the other Party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of the force majeure occurrence; provided, however, that if any such delay continues for a period of more than thirty (30) days, University shall have the option of terminating this Agreement upon written notice to Sponsor.

12. Waiver

No waiver of any provision of this Agreement will be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement,

will not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

13. Attorneys' Fees

In any litigation, arbitration or other proceeding by which one Party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be awarded reasonable attorneys' fees, together with any costs and expenses incurred.

14. Assignment

Neither Party may assign this Agreement, or any part hereof, without the written consent of the other Party. In case such consent is given, the assignee will be subject to all the terms of the Agreement.

15. Severability

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, unenforceable or void by a court of competent jurisdiction, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

16. Integration

This Agreement, including any and all exhibits, attachments, and appendices, constitutes the entire understanding and agreement between the Parties as to all matters contained herein, and supersedes any and all prior agreements, representations and understandings of the Parties.

17. Counterparts

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

18. Amendment

This Agreement may be amended or modified only by mutual written agreement of the Parties.

19. Governing Law

This Agreement shall be governed by and interpreted according to the laws of the State of California, without regard to its conflict of laws provisions.

20. Representation on Authority of Parties/Signatories

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Each Party represents and warrants to the other that the execution of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ALAMEDA COUNTY

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

By: **Quan Luc** Digitally signed by Quan Luc
Date: 2024.10.03 12:04:51 -07'00' _____

Print Name: Susan S. Muranishi

Print Name: Quan Luc

Title: County Administrator


Title: Associate Director, BCBP

Date: _____

Date: October 3, 2024

APPROVED AS TO FORM:

Donna R. Ziegler, County Counsel

By: Signed by:  _____
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K. Scott Dickey, Assistant County Counsel 10/17/2024

EXHIBIT A

GSPP/ALAMEDA COUNTY CAPSTONE PROGRAM DESCRIPTION

In consideration for the Sponsorship Fee paid to University, University shall:

- Facilitate University staff and faculty participation in the management of the GSPP/Alameda County Capstone Program, and administer the program, in support of Sponsor's participation;
- Solicit project proposals (GSPP Capstone Projects) from Sponsor, advertise projects among GSPP MPP, MPA and MDP students and facilitate student application process;
- Facilitate GSPP University Student(s) to work with the selected Alameda County Project to develop a written project brief/statement of work (prior to the student project kickoff), detail each scope of work for the Capstone Project, define project deliverables, and gather and organize key data project details;
- Provide performance benchmarks for GSPP University Student, as a condition of receiving academic credit for participating in the GSPP/Alameda County Capstone Program; and
- Check-in with the Sponsor as needed to review GSPP University Student progress and interim project deliverables.

In addition, as a Sponsor for the GSPP/Alameda County Capstone Program and in consideration for the sponsorship fee paid to University, Sponsor shall receive the following:

- Capstone Project Results, including a Final Presentation of Findings created and developed by the GSPP University Student(s). The Final Presentation of Findings may include a presentation, held on a date to be mutually agreed upon by Sponsor and GSPP University Student(s); and
- Capstone Project Deliverable(s), including a set of final findings and recommendations, and any written reports and/or presentations developed by the GSPP University Student(s) during the course of the project.

In order to make this project successful for University and Sponsor, Sponsor's responsibilities in connection with this Agreement are set forth below:

- Identify Project Sponsor/Contact Person to:
 - Develop Capstone Project topic(s) to be submitted to the Goldman School;
 - Develop key data and facts about Sponsor and the Capstone Project(s);
 - Identify available information resources about Capstone Project(s);
 - Review applications submitted by University Student and confirm a GSPP University Student(s), selected by GSPP, for their selected Capstone Project;
 - Participate in and provide feedback in meetings;
 - Address any roadblocks encountered during the project;
 - Participate in regular meetings (virtual or in person) with GSPP University Student regarding Capstone Project;

- Participate in meetings with GSPP/Alameda County Capstone Program supervisor as needed;
- Provide necessary resources to support the project (data, other information, personnel (as needed), space, technical resources, etc.).

EXHIBIT B

MUTUAL NON-DISCLOSURE AGREEMENT between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA and Alameda County

This Mutual Non-Disclosure Agreement ("**Non-Disclosure Agreement**") is entered into on October 1, 2024 ("**Effective Date**") between Alameda County ("**Sponsor**") and The Regents of the University of California, on behalf of the Goldman School of Public Policy, at the University of California, Berkeley, with its principal place of business at 2607 Hearst Avenue, Berkeley, California ("**University**"). Sponsor and University are each hereinafter sometimes individually referred to as the "**Party**" and collectively as the "**Parties**."

WHEREAS, the Parties have executed, or intend to execute, an agreement ("**Sponsor Agreement**") pursuant to which Sponsor will participate in the University's GSPP/Alameda County Capstone Program ("**GSPP Capstone Program**"), which will provide academic credit to MPP, MPA or MDP students ("**GSPP University Students**") who engage with Sponsor to generate tangible, concrete progress on solving a meaningful challenge or opportunity through immersion in Sponsor's business environment, as further detailed in Exhibit A to the Sponsor Agreement ("**GSPP/Alameda County Capstone Program**");

WHEREAS, the University faculty's role in the GSPP/Alameda County Capstone Program is to oversee the GSPP University Students in the GSPP/Alameda County Capstone Program, with the purpose of providing the GSPP University Students with tools and experiences in solving real-world public policy problems and supporting the GSPP University Students in their development of their GSPP Capstone Project Results ("**Project Results**"). The University faculty provide to the GSPP University Students initial instruction, a scope of work, useful frameworks, and feedback to ensure meaningful student effort in the GSPP Capstone Project, however, the University faculty will not contribute to the tangible Project Results, and the Project Results shall solely be the work product of GSPP University Students; and

WHEREAS, in connection with Sponsor's participation in the GSPP/Alameda County Capstone Program the Parties may find it necessary to disclose to each other certain proprietary, confidential information as described in Section 2 of this Agreement; and

WHEREAS, the Parties are willing to disclose and receive such information pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definition

A. "Confidential Information" means the information described in Section 2 below, and any other information concerning the Purpose defined below or any other information which the receiving Party ("**Receiving Party**") knows or reasonably ought to know is confidential, proprietary or trade secret information of the disclosing Party ("**Disclosing Party**").

B. The Receiving Party is obliged to treat as confidential only information disclosed by the Disclosing Party that is (i) clearly marked as "**Confidential**," "**Proprietary**" or a similar legend if information is disclosed in writing (or other tangible form); (ii) clearly identified as confidential, proprietary or the like at the time of disclosure if information is disclosed orally; or (iii) the Receiving Party knows or reasonably should know is confidential, proprietary or a trade secret of the Disclosing Party.

2. Description

The Confidential Information to be disclosed under this Agreement shall expressly include the items set forth as follows:

A. Sponsor:

i. Information and data regarding the Sponsor, the selected Capstone Project, and any other confidential information related to the scope of the Capstone Project.

ii. Sponsor's internal computer network (to the extent that such information is not publicly accessible).

iii. To the extent set forth in a separate agreement executed by the University, Students participating in the GSPP/Alameda County Capstone Program referenced in the Program Description, attached as Exhibit A ("**GSPP/Alameda County Capstone Program Description**"), all intellectual property assigned by such students to the Sponsor, including without limitation the copyrightable materials authored by such students and provided to Sponsor as set forth in the Program Description, including a final presentation summarizing the GSPP Capstone Project Results ("**Project Results**").

B. University:

The names and other personally identifiable information of the GSPP University Students participating in the Sponsor's GSPP Capstone Project.

3. Purpose.

The Receiving Party may use the specific Confidential Information for the Purpose described below ("**Purpose**"):

A. Use of University's Confidential Information by Sponsor: To participate in the GSPP/Alameda County Capstone program.

B. Use of Sponsor's Confidential Information by University: To administer the GSPP/Alameda County Capstone program, including the academic course involving the Project, and to facilitate staff, student and faculty participation in the GSPP/Alameda County Capstone program and the performance of all class requirements, including the presentation and academic evaluation of Results.

4. Obligations of the Receiving Party

A. University shall require its employee and student participants in the GSPP/Alameda County Capstone Program with the Sponsor to abide by obligations of confidentiality with respect to Sponsor's Confidential Information. Sponsor and University agree not to disclose the Confidential Information to any third parties or to any of its employees except (1) those employees, students, contractors or agents who have a need to know the Confidential Information for accomplishing the Purpose and (2) as set forth in Section 4(C). Notwithstanding, GSPP University Students in the GSPP/Alameda County Capstone Project may disclose their participation to prospective employers, provided that specific Project Results that are Sponsor's Confidential Information are not disclosed without Sponsor's prior written approval.

B. The Receiving Party shall have no obligation to retain as confidential any information which (i) was legally in its possession or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party; (ii) is, or subsequently becomes legally and publicly available without breach of this Agreement by the receiving Party; (iii) is legally obtained by the Receiving Party from a third Party source without any obligation of confidentiality; or (iv) is independently developed by or for the Receiving Party without use of the Confidential Information as demonstrated by competent evidence.

C. The Receiving Party may disclose Confidential Information pursuant to a valid order issued by a court or government agency, a California Public Records Act or a U.S. Freedom of Information Act request, or a federal or state government audit, provided that the Receiving Party provides the Disclosing Party: (i) prior written notice of such obligation; and (ii) the opportunity to oppose such disclosure or obtain a protective order. Notwithstanding, notice shall not be provided to the Disclosing Party if prohibited by state or federal law.

5. Return or Destruction of Confidential Information

In the event that either Party terminates this Agreement, the Receiving Party shall: (i) cease using the Confidential Information, and (ii) destroy, unless specifically requested by the Disclosing Party to return such Confidential Information including copies, notes or extracts thereof, within fourteen business days of the date the Receiving Party receives the written notice of termination.

6. Independent Development

The terms of confidentiality under this Agreement shall not be construed to limit either Party's right independently to develop or acquire products without use of the other Party's

Confidential Information. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other Parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it, products, concepts, systems, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in any Confidential Information, provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development. Neither Party shall have any obligation to limit or restrict the assignment of its employees or consultants as a result of their having had access to Confidential Information.

7. Intellectual Property Rights

Each Party shall retain all right, title and interest to its own Confidential Information. Other than as required in order to accomplish the Purpose, no license under any trademark, mask work rights, patent rights or copyright, or application for same which are now or thereafter may be obtained by a Party is either granted or implied by the disclosure of Confidential Information under this Agreement. The University and its faculty, involved with the GSPP Capstone Project, agree they do not and will not participate in the creation of the GSPP Capstone Project Results, and that all Project Results will solely be created by the GSPP University Students working on the GSPP Capstone Project, which is governed by the Student Participation Agreement, attached as Exhibit C. Notwithstanding the foregoing, Sponsor shall own all copyrightable rights in the Project Results.

8. Disclaimer

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". The Disclosing Party shall not be liable for the accuracy or completeness of the Confidential Information, nor are there any express or implied representations or warranties by either Party to the other including with respect to the infringement of any intellectual property rights, or any right of privacy, or any rights of third persons.

9. Export, Transfer & Use

A. Sponsor will agree to NOT disclose to the University or the GSPP University Students any materials and/or information that are export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774) 500 or 600 series; controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Export Materials ("**Export Materials**"). If Sponsor desires to provide any Export Materials to the University, Sponsor must provide written notification that identifies such Export Materials, including their export classification to University and receive confirmation and approval from the University, prior to disclosure.

B. This Section shall survive any expiration or termination of this Agreement.

10. Term.

This Agreement shall continue from the Effective Date until terminated by either Party by giving 30 days written notice to the other Party or the termination of the Sponsor Agreement,

whichever is earlier. Notwithstanding such termination, the obligations of each Party concerning confidentiality shall continue for three years following receipt of the Confidential Information.

11. General.

Each Party agrees and acknowledges that any violation or threatened violation of any of the terms of this Agreement may cause irreparable injury to the disclosing party for which no remedy at law will afford the disclosing party adequate protection against or compensation for such injury.

A. It is accordingly agreed that each Party shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction, in each case without the requirement of posting a bond or other security, this being in addition to any other remedy to which such party is entitled at law or in equity. Each Party hereby waives any claim or defense that there is an adequate remedy at law for any breach or threatened breach of this Agreement.

B. The Parties are independent contractors. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

C. Neither Party shall be under any obligation to pursue the Purpose, and either Party may terminate this Agreement at any time and for any reason upon 30 days written notice, without obligation to the other Party except as expressly provided in this Agreement.

D. If any term of this Agreement shall be held to be illegal or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

E. This Agreement shall be construed in accordance with the laws of the State of California, excluding its conflict of laws rules.

F. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered will be an original and all of which together will constitute one and the same instrument. Facsimile signatures and electronic signatures will be deemed to be equivalent to original signatures for purposes of this Agreement.

G. This Agreement, along with the GSPP/Alameda County Capstone Sponsor Agreement to which it is attached, is the entire agreement of the Parties pertaining to the subject matter of this Agreement and may be modified only by a writing signed by both Parties. This Agreement supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties with respect thereto, all of which are excluded. The failure of a Party to enforce its rights in the case of any breach of this Agreement shall not be construed to constitute a waiver of its rights with respect to any subsequent breach.

EXECUTED by the Parties as of the Effective Date.

[ALAMEDA COUNTY]

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

By: _____

Name: Susan S. Muranishi

Name: _____

Title: County Administrator

Title: _____

Date: _____

Date: _____

Exhibit C - Student Participant's Agreement

INTELLECTUAL PROPERTY ASSIGNMENT AND CONFIDENTIALITY AGREEMENT FOR STUDENTS ENROLLED IN GSPP CAPSTONE COURSE PROJECTS PUB POL 205, PUB AFF 207, DEVP 200

1. General Representations

I am a student at the University of California, Berkeley ("University"). I am enrolled in the for-credit course PUB POL 205, PUB AFF 207, or DEVP 200 – GSPP Capstone Course ("Capstone Course") under the direction of University Faculty ("Faculty") in the GSPP Capstone Program ("GSPP/Alameda Capstone Program") at the Goldman School of Public Policy, and I agree as follows:

- 1.1. I understand that ALAMEDA COUNTY ("Sponsor") has agreed to provide me an opportunity to participate in a Course project ("Capstone Project") designed to give me experience in solving real-world public policy challenges.
- 1.2. I am not an employee of Sponsor, and I understand that I do not become an employee of Sponsor by participating in the Project or by signing this Agreement.
- 1.3. I understand that student participation in the GSPP/Alameda Capstone Program is educational and that all work on the Capstone Project is subject to review by Faculty.
- 1.4. My participation in the Capstone Project is for academic credit and is of considerable value to me in furthering my education, training and research goals.
- 1.5. I represent that I am at least 18 years of age and that I am voluntarily signing this Agreement with full understanding of its contents. I understand that this is a legal document that is binding on me, my heirs and representatives.
- 1.6. In consideration for the opportunity to participate in the Capstone Project, I agree to the following:

2. Intellectual Property Assignment

- 2.1. By signing this Agreement, I agree that I will promptly notify Sponsor of any potentially patentable inventions and discoveries that I conceive and/or reduce to practice as a result of my participation in the Project ("Inventions") and that I am required to transfer and assign, and I hereby transfer and assign, to Sponsor all rights and interests that I may have, if any, in the Inventions. I further understand that I may provide Sponsor with certain copyrightable materials, including a final presentation summarizing the Project ("Results"). I acknowledge and agree that the Results shall be deemed "work made for hire" under all applicable laws, and therefore the property of Sponsor. I understand that as the owner of Inventions and Results, subject to Article 3 the Sponsor may limit my use of the Inventions and Results in its sole discretion.
- 2.2. I understand that Sponsor may later patent and commercialize any Invention, recommendations or programs I create. I further understand that in making this

assignment and agreeing that the Results are owned by the Company, I am not entitled to receive any financial benefit, including royalties, from Sponsor or University in connection with the Inventions or Results or with my participation in the Project.

- 2.3. I will cooperate with University and Sponsor and their agents to complete and sign any other documents that may be required in order to accomplish the purposes of this Agreement.
- 2.4. I represent that any Results created by me and Inventions subject to assignment by me under this Agreement will be entirely my own work. I represent that I will not plagiarize or knowingly infringe on the rights of third parties, including but not limited to those of my fellow students and my instructors, in my performance of the Capstone Project.
- 2.5. I represent that I have no conflicting obligations to assign my intellectual property rights in any Invention or Results to The Regents of the University of California.

3. Confidential Information

- 3.1. I understand that, in order for me to participate in the Project, Sponsor may find it necessary to provide me access to confidential information. If the University and Sponsor have entered into (or are about to enter into) a Non-disclosure Agreement (“NDA”), I have received a copy, read and understand the NDA, including the definition of Confidential Information therein. I further understand that, as a participant in the Program I may also receive access to the confidential information of other Program sponsors, as authorized by such sponsors. I understand and acknowledge that as used herein, “Confidential Information” means (a) information I receive that I know or reasonably ought to know is confidential, proprietary or trade secret information; (b) information that is clearly marked as confidential or the like (if disclosed in tangible form) or if disclosed orally, that is clearly identified as confidential or the like at the time of disclosure; and (c) all other information explicitly identified as confidential under the NDA, if any. I understand and acknowledge that Confidential Information may include the Results and may include Company’s pre-existing intellectual property.
- 3.2. I understand that I do not have any obligation of confidentiality regarding any information that:
 - 3.2.1. Was legally in my possession or known to me without any obligation of confidentiality prior to receipt from the University or Sponsor; or
 - 3.2.2. Is or subsequently becomes legally and publicly available without breach of this agreement; or
 - 3.2.3. Is legally obtained by me from a third party source without any obligation of confidentiality; or
 - 3.2.4. Is independently developed by me without use of the Confidential Information.
- 3.3. I understand that the disclosure of Confidential Information may be required pursuant to a valid order issued by a court or government agency or a Public Records Act request and agree to cooperate with the University in the event of such order or request.

- 3.4. I agree that, except as specified in this Agreement, during the period set forth in the NDA (or, if no NDA exists, for a period of three years following receipt of Sponsor Confidential Information):
 - 3.4.1. I will not disclose or transfer any Confidential Information to anyone including any disclosure in the form of abstracts, manuscripts, presentations, publications, posters, posting on websites, or using in a job interview; and
 - 3.4.2. I will refrain from using the Confidential Information for any purpose other than the Capstone Project.
- 3.5. I understand that provided I obtain Company's written approval prior to disclosing specific Results, I may use Confidential Information in preparing and delivering any materials required for the Course, including a class presentation; and I may identify Sponsor as a Course sponsor and describe my Project participation and Results to prospective employers, but I may not disclose specific Results that are Confidential Information prior to obtaining written approval from Sponsor.

This Agreement is effective on the date of my signature below.

STUDENT

_____ Date: _____
Signature

Printed Name: _____