

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), entered into this 15th day of October, 2013 by and among **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, acting by and through its **ECONOMIC GROWTH AND INNOVATION DEPARTMENT ("EGI")**, **BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY ("JCPS")**, **KENTUCKIANA WORKS ("KW")** AND **KENTUCKY DATASEAM INITIATIVE, INC. ("DATASEAM")**;

RECITALS:

WHEREAS, EGI leases from the Transit Authority of River City, Inc and operates the NIA Center, located at 2900 West Broadway as a multi-use facility providing various forms of assistance and training to the residents of West Louisville and surrounding areas; and

WHEREAS, EGI leases space on the first floor of the NIA Center, as shown on Exhibit A, attached hereto, to KW to use as a classroom and computer lab for the various programs it conducts at the NIA Center ("Lab"); and

WHEREAS, JCPS also uses the Lab for conducting preparatory assessments for GED testing; and

WHEREAS, the Lab is in need of refurbishing and new up-to-date computers are needed for KW and JCPS to effectively conduct their respective training activities; and

WHEREAS, Dataseam has developed a program designed to enhance education and research in Kentucky and use classroom computers as part of a larger computer network to conduct medical research;

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

SECTION 1. **OBLIGATIONS OF EGI.** EGI agrees as follows:

- A. At its sole cost and expense, EGI shall renovate, paint, and wire the Lab to make it suitable for use as a class room and computer lab, in accordance with the specifications and plans attached hereto as Exhibit B.
- B. At its sole expense, EGI shall purchase 23 BT0 Apple 1M 21 QC 2.7, ITB, 8GB desk top computers ("Computers") and shall install the computers and related IT infrastructures in the Lab, and purchase a three (3) year warranty from Apple on the computers.
- C. At its sole expense, EGI shall install one window between the office and the classroom spaces in the Lab for proctor purposes during GED testing.
- D. As a Participating Partner with Dataseam, EGI shall donate to Dataseam exclusive access to the Computers for research projects and grid-based computation and, in order to facilitate access to the Computers by Dataseam, EGI agrees to use its best efforts to comply with the operating procedures attached hereto as Exhibit B.

SECTION 2. **OBLIGATIONS OF KW.** KW agrees as follows:

- A. KW shall comply with the terms of the lease for the Lab and not permit any default or condition to exist which could result in the termination of such lease.
- B. KW shall, at its sole expense, pay the monthly rent for the Lab and any and all other expenses related to the occupancy of the Lab.
- C. KW shall ensure the security of the Lab at all times.
- D. KW shall develop and maintain a schedule for the use of the Lab by all users which maximizes the use of the Lab and minimizes conflicts between users ("Schedule").
- E. KW shall be responsible for the maintenance and support of the Lab's networking infrastructure.
- F. KW shall immediately notify EGI of any maintenance or repair which is required for the Lab or the Computers.

G. KW shall conduct its classes and testing activities within the Lab and exercise appropriate and reasonable supervision over all attendees.

H. KW shall permit JCPS and Dataseam to use the Lab at no cost to them.

I. KW shall designate an employee of KW to be the contact person for any inquiries or requests regarding the Computers for Dataseam.

SECTION 3. OBLIGATIONS OF JCPS. JCPS agrees as follows:

A. JCPS shall conduct classes and testing activities, including providing and administering GED testing, within the Lab in accordance with the Schedule, as maintained and updated from time to time by KW, pursuant to Section 2 of this MOU;

B. JCPS shall exercise appropriate and reasonable supervision over all attendees at events in the Lab sponsored by JCPS;

C. JCPS shall, at its sole expense, purchase Smart Boards for its use and tables for the computers

D. JCPS shall immediately notify EGI of any maintenance or repair which is required for the Lab or the Computers;

E. JCPS shall maintain the Lab in a clean and tidy condition free and clear of trash and debris during activities in the Lab conducted by JCPS.

Section 4. OBLIGATIONS OF DATASEAM. Dataseam agrees as follows:

A. Dataseam shall create and maintain an operating and software image; install image on computers; update image at least once per year or when critical security updates are available; continually monitor computers remotely; and work with EGI staff to facilitate necessary changes or operations during the term of this MOU;

B. Dataseam has the option to provide Apple certification training, in conjunction with KentuckianaWorks open to the general public, in the Lab in accordance with the schedule maintained by KW, pursuant to Section 2 of this MOU;

C. Dataseam shall work with EGI to implement proven technologies and IT strategies to help improve the efficiency of the Computers and network;

D. Dataseam shall install, at its sole expense, two servers that will manage the computers and coordinate medical research activities of Dataseam, and to which Dataseam has access;

E. Dataseam shall conduct medical research using the Computers as part of a larger network in a manner which does not unreasonably interfere with the use of the Lab by EGI, JCPS and KW in accordance with this MOU;

F. Dataseam shall take best efforts not to take any action which will impact the Computers or the network to the detriment of the activities being conducted by EGI, JCPS and KW.

SECTION 5. OWNERSHIP AND CONTROL.

A. EGI shall have sole ownership of the Computers and other IT infrastructure required to operate the Computers;

B. Dataseam will have sole ownership of the servers it provides for the computational grid, processes and associated technology;

C. Individual researchers using the Dataseam grid shall be the sole owners of any research which is conducted on the Computers.

D. JCPS will have sole ownership of the computer tables and smartboard and they will remain the property of JCPS.

Section 6. **TERM.** The Term of this MOU shall be one (1) year, commencing on the effective date and shall be renewed automatically for four (4) successive one (1) year terms unless terminated by any party which gives written notice of its intent to terminate to all other parties to this MOU at least 90 days prior to the end of a term or unless terminated, pursuant to Section 8 of this MOU.

Section 7. **APPLICABLE LAW.** This MOU shall be interpreted under the laws of the Commonwealth of Kentucky.

Section 8. **ENTIRE AGREEMENT.** This MOU, together with any exhibits hereto, which are deemed to be incorporated by reference as if set forth at length herein, shall constitute the entire written understanding of the parties with respect to the subject matter hereof and shall supersede all oral and written understandings of the parties, all of which are deemed to be merged herein. This MOU may not be modified or amended except in writing, signed by each of the parties hereto, their successors or assigns.

IN WITNESS WHEREOF the authorized representatives of parties hereto have caused this Agreement to be duly executed as of the date first above written.

"EGI"
Louisville/Jefferson County
Metro Government acting
By and through its Economic
Growth & Innovation Department



Ted Smith, Chief

"JCPS"

Board of Education of Jefferson County,
Kentucky

By: _____

Title: _____

"KW"

KentuckianaWorks

By: Mark B. Smith

Title: Executive Director

"Dataseam"

Kentucky Dataseam Initiative, Inc.

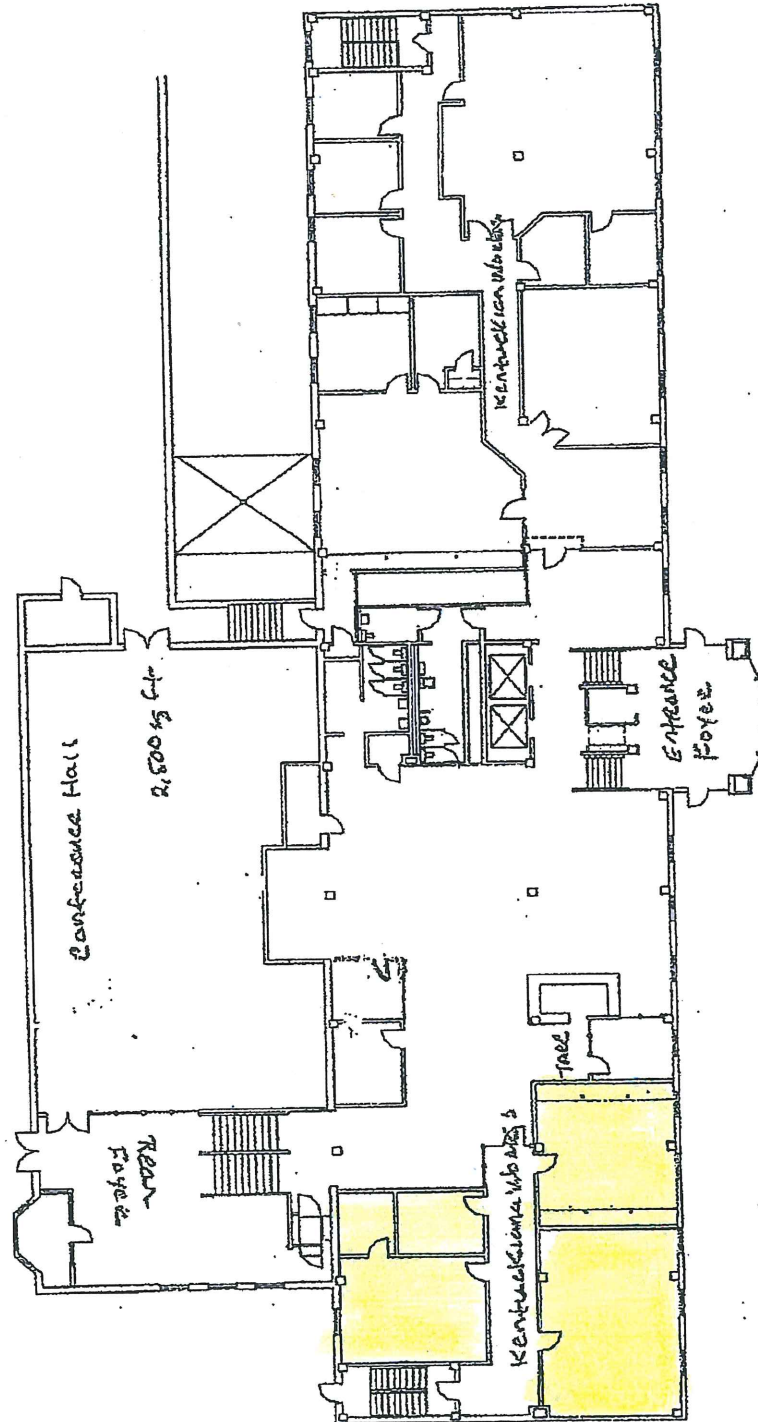
By: [Signature]

Title: CHIEF EXECUTIVE OFFICER

Approved as to form:

John A. Wilmer
Jefferson County Attorney's Office

EXHIBIT A



FIRST FLOOR PLAN