

Public Records Request #3006

The following materials have been gathered in response to public records request #3006. These materials include:

- City of Charlotte Press Release (11/6/19) – “Charlotte signs digital alliance with Microsoft in support of new smart city initiative”
- City of Charlotte Innovation/IoT Digital Alliance – Memorandum of Understanding
- Exhibit A: Digital Alliance MOU Activities
- Exhibit B: Non-Disclosure Terms

This information was provided as a response to a public records request on 1/10/20 and is current to that date. There is a possibility of more current information and/or documents related to the stated subject matter.

Further Information

For further information about this request or the Citywide Records Program, please contact:

Cheyenne Flotree
Citywide Records Program Manager
City of Charlotte/City Clerk’s Office
600 East 4th Street, 7th Floor
Charlotte, NC 28202
Cheyenne.Flotree@charlottenc.gov

Amelia Knight
Public Records Specialist
City of Charlotte/City Clerk’s Office
600 East 4th Street, 7th Floor
Charlotte, NC 28202
Amelia.Knight@charlottenc.gov

Charlotte signs digital alliance with Microsoft in support of new smart city initiative

FOR IMMEDIATE RELEASE

CONTACT: Cory Burkarth – Media Relations Manager
Charlotte Communication & Marketing
Cory.Burkarth@charlottenc.gov • 980-527-2452

CHARLOTTE, N.C. (Nov. 6, 2019) – The City of Charlotte on Wednesday announced a three-year digital alliance and smart city initiative with Microsoft as part of Charlotte’s sustainable city strategy. The new agreement makes Charlotte the second city in the nation to take such a comprehensive smart city approach.

The goal of this effort is to create a regional center of excellence in workforce development, “internet of things” and innovation, with a sustained commitment to regional smart city startups and innovators.

“Inspiring innovation and applying data science to make better decisions makes resident quality of life better,” said Charlotte City Manager Marcus D. Jones. “We are excited to work with Microsoft and value their commitment to our sustainable city strategy.”

The City of Charlotte and Microsoft have identified five focus areas for pilot programs that will leverage technology and education to benefit the city’s residents, businesses and aspiring entrepreneurs. These focus areas are:

- Upward mobility for residents,
- Smart transit systems,
- Public Wi-Fi connectivity,
- Public safety infrastructure, and
- Safer neighborhoods.

Throughout this collaborative program, Microsoft will support the City of Charlotte through various volunteer initiatives and will provide hands-on technology training at these events throughout the city. The public-private initiative aims to increase digital skills along the full continuum of the educational pipeline.

The City of Charlotte provides services to more than 860,000 residents. The city’s focus areas are Housing and Neighborhood Development, Community Safety, Transportation, Economic Development and the Environment. For the latest news about city government, visit the Citywide Newsroom at newsroom.charlottenc.gov. From our website, you can sign up to receive email updates on city topics that interest you through the [Notify Me](#) service.

“Microsoft is proud to continue delivering on its promise to empower every person to achieve more. Building on the momentum of other smart city digital alliances like Houston, we’re excited to provide the City of Charlotte with the platform for regional growth for generations to come,” said Kate Johnson, president of Microsoft U.S. “Charlotte has built a range of exciting and sustainable strategies that shape both the region and its residents through the use of the latest technology. We are committed to helping them bring this to life.”

From the pilot programs, the city will evaluate program reach in alignment with its sustainable city strategy.

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CITY OF CHARLOTTE INNOVATION/IoT DIGITAL ALLIANCE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into as of the date of the later signature below, by and between Microsoft Corporation (“Microsoft”) and the City of Charlotte (the “City”) (collectively, “the Parties”, and singly, a “Party”).

1. Purpose.

This MOU reflects the Parties’ intent to collaborate to pursue City initiatives identified in Exhibit A, which Exhibit may be modified from time-to-time. Neither Party intends for their collaborative activities to create legally binding rights and obligations except as set forth in Section 2 or in a separate definitive agreement.

2. Terms and Conditions.

- a) **Confidentiality and Public Disclosure.** Notwithstanding the expiration date stated in that certain Non-Disclosure Agreement (NDA) dated June 30, 2014 (attached hereto as Exhibit B), the parties agree that the terms and conditions of the numbered sections (1-5) of the NDA will apply to this MOU. The NDA will apply to all materials, information and other items that may be shared by and/or exchanged between the parties relating to or resulting from this MOU. Microsoft acknowledges that the MOU document itself is a public document and as such the content of this MOU is not Confidential Information as defined by the NDA described in this paragraph.
- b) **Relationship of the Parties.** Neither this MOU, nor any activities described herein, shall be construed as creating a joint venture, franchise, agency, or other such relationship. Neither Party shall have the right, power, or authority to obligate or bind the other Party in any manner whatsoever, without the other Party’s prior written consent.
- c) **Non-Exclusivity.** The relationship between the Parties is non-exclusive. Neither Party will be precluded from entering into similar agreements with other parties. Nothing in this MOU, including any exhibits, requires either Party to refrain from offering, acquiring, selling, licensing, promoting, or developing other services, platforms or products that compete with the services, platforms, or products that are subject of the relationship contemplated by this MOU.
- d) **Expenses.** Microsoft and City agree that each Party shall pay its own fees, costs and expenses, and those of its agents, independent contractors, and consultants, in connection with this MOU, including without limitation any legal fees, except as expressly specified herein or otherwise agreed upon in writing by both Parties.
- e) **Disclaimer of Warranties/Limitation of Liability.** Except as may be set forth in any separate written definitive agreement binding on the Parties, (a) all materials, information, or other items provided by one Party to the other are provided “as is” without warranty of any kind, and each Party disclaims all warranties, express or implied, with respect to any materials, information, or other items provided to the other in connection with this MOU; and (b) in no event will either Party be liable to the other for any direct, consequential, indirect, special, punitive, or other damages arising out of or related to this MOU, except with respect to violation of its confidentiality obligations or the other Party’s intellectual property rights.

5. General rights and obligations.

a. Law that applies, jurisdiction and venue. The laws of the State of North Carolina govern this agreement.

b. Compliance with law. Each of us will comply with all export laws that apply to confidential information.

c. Waiver. Any delay or failure of either of us to exercise a right or remedy will not result in a waiver of that, or any other, right or remedy.

d. Money damages insufficient. Each of us acknowledges that money damages may not be sufficient compensation for a breach of this agreement. Each of us agrees that the other may seek court orders to stop confidential information from becoming public in breach of this agreement.

e. Attorneys' fees. In any dispute relating to this agreement each party will be responsible for paying its own attorneys' fees and costs.


f. Transfers of this agreement. If one of us transfers this agreement, we will not disclose the other's confidential information to the transferee without the other's consent.

g. Enforceability. If any provision of this agreement is unenforceable, the parties (or, if we cannot agree, a court) will revise it so that it can be enforced. Even if no revision is possible, the rest of this agreement will remain in place.

h. Entire agreement. This agreement does not grant any implied intellectual property licenses to confidential information, except as stated above. We may have contracts with each other covering other specific aspects of our relationship ("other contracts"). The other contract may include commitments about confidential information, either within it or by referencing another non-disclosure agreement. If so, those obligations remain in place for purposes of that other contract. With this exception, this is the entire agreement between us regarding confidential information. It replaces all other agreements and understandings regarding confidential information. We can only change this agreement with a signed document that states that it is changing this agreement.

ACCEPTED AND AGREED:

CITY OF CHARLOTTE

By: 
Name: Marcus D. Jones
Title: City Manager
Date: 11/6/19

MICROSOFT CORPORATION

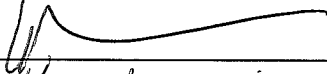
By: 
Name: Kathleen E. Johnson
Title: President MSUS
Date: Nov '19

EXHIBIT A

DIGITAL ALLIANCE MOU ACTIVITIES

1. Name of City: City of Charlotte, North Carolina

Shared Vision: The City of Charlotte and Microsoft share a vision for the Charlotte Region as a true regional center for excellence in Workforce Development, Internet of Things (“IoT”), and Innovation, with focus on the following:

- Economic Development
- Neighborhood Development (Including Community Safety)
- Transportation & Planning
- Well-Managed Government

2. **City Initiatives:** The following Microsoft community and citizenship programs are intended to support the promotion and establishment of initiatives that focus on STEM education and workforce development for the City of Charlotte and its local government and NGO partners in the surrounding area.

- **YouthSpark AI (In Partnership with the Mayor’s Youth Employment Program)**
 - In 2013, Microsoft launched YouthSpark, Microsoft’s company-wide, global initiative to impact over 300 million young people through increased access to technology education and job skills training. YouthSpark events bring young people together to plan their future. Throughout the event, they identify the skills they need to reach their goals, figure out how technology will accelerate them forward, and get connected to programs that will help them get there. YouthSpark focuses on three key areas for student development – Employment, Careers, Entrepreneurship and Artificial Intelligence.
- **Employment: Technology proficiency and preparation for all jobs.**
 - Today, nearly all jobs require at least a basic level of technology skills in order to complete the work. From online job applications to timecards, to email and web-based research, YouthSpark has resources that can help you get training, and get the skills to get ahead.
- **Careers in Tech: Creating your future with computer science**
 - The world we interact with is full of advanced technology. Computer science is the foundation for much of today’s innovation, and many new jobs are being created for people with skills in this field. It involves creativity, problem-solving, programming, the Internet, data, and thinking about the impact of technology in communities. You can do so many things with computer science skills!
- **Entrepreneurship: Create, build and grow a business**
 - Beyond a great idea, starting and being successful running your own business requires specific skills and knowledge. Find the skills and resources that can help you run your business more efficiently!

- **DigiGirlz High Tech Camp**
 - DigiGirlz, a Microsoft YouthSpark program, gives high school girls the opportunity to learn about careers in technology, connect with STEM industry professionals, Microsoft employees, and participate in hands-on computer and technology workshops. DigiGirlz High Tech Camp for girls, works to dispel stereotypes of the high-tech industry. We continue to look for opportunities to give young people a chance to experience, firsthand, what it is like to develop cutting-edge technology. During the camp session, the girls listen to executive speakers, participate in technology tours and demonstrations, network, and learn through hands-on experience in workshops.

- **Minority Student Day**
 - Minority Student Day provided hundreds of local high school students the opportunity to learn about the latest education technology, as well as connect with the leaders from all levels of Microsoft.

- **Microsoft for Startups**
 - Microsoft for Startups is a resource that helps founders grow a favorable customer and revenue base. Through joint sales engagements, access to Microsoft technology, and new community spaces, we connect qualified startups with new customers and our channel partners. Microsoft will host a minimum of (2) Startup Forums that focus on technical, business and sales enablement for local startup founders.

- **Workforce Development Training with LinkedIn Learning**
 - LinkedIn Learning provides skills-based learning offered by industry experts in technology, creative, and business skills. Through data-driven curation, LinkedIn Learning provides training for every function, at all levels. Microsoft will partner with the City of Charlotte to implement a pilot program focused on recruitment and retention for government employees, and also offer the delivery of on-demand training based on job role, skillset and experience level.

- **Hackathons**
 - Coordinate and host a minimum of two (2) start-up and tech Hack-a-thons focused on innovation. Hackathons provide an opportunity for the city to connect with local start-ups, partners, and technology thought leaders to explore solutions to challenges faced in communities throughout the city. The hackathons will provide a forum that challenges participants to leverage design thinking and technology to address topics identified by the City. Topics may include areas such as Public Safety, Security, Smart City, Transportation, and Education. Microsoft will aid with program development, session facilitators, and speakers. Onsite logistics will be agreed upon by both the City of Charlotte and Microsoft.

- **Digital Literacy Training**
 - Coordinate and host a minimum of two (2) digital literacy workshops for transitioning members of the workforce and/or local veterans. Microsoft will partner to expand digital literacy skills in a consistent, predictable manner that benefits Charlotte's workforce and local veterans. The goal is to ensure its citizens are aware of, and have access to, basic computer skills through appropriate providers and by leveraging Microsoft's Digital Literacy curriculum.

- Microsoft's Digital Literacy curriculum is available in over (30) languages and in basic, standard and advanced skill levels. The training is developed to be usable "anytime and anywhere." It is available online and downloadable with the necessary bandwidth. In addition, the training levels are developed to be self-directed and self-paced.
- Microsoft will provide resources for Train the Trainer sessions for Microsoft certifications, through the Digital Literacy curriculum. Below are brief descriptions of the three training levels covered in the digital literacy curriculum:
- The Basic curriculum features a course called "A First Course toward Digital Literacy." This course teaches the value of computers in society and introduces participants to using a mouse and the keyboard.
- The Standard curriculum features five courses that cover computer basics: using the internet and productivity programs; security and privacy; and digital lifestyles. These five courses are available in three versions that use examples and screenshots from different versions of Windows and Microsoft Office.

1. Activities in Support of the City Initiatives:

- **City of Charlotte intends to perform the following in support of the community Initiatives:**
 - Promote the partnership with Microsoft via a formal Press Release and Press Event
 - Have the City Mayor or a City Leader attend the kick-off of the YouthSpark, Digi Girls and Minority Student Day programs (schedule permitting)
 - Engage City Communications Team to work with Microsoft PR on promoting events
 - Add Microsoft logo on appropriate City collateral, blogs, newsletters promoting the Digital Alliance partnership
 - Provide City staff member(s) to lead and support the Microsoft programs

- **Microsoft Corporation intends to perform the following in support of the City Initiatives:**
 - Support the City's quest for Civic innovation and commitment to startups and innovators across the region with a focus on Smart City initiatives i.e., Transportation & Planning, Neighborhood Development (and community safety), Well Managed Government and Economic Development and areas agreed upon from Envisioning Session with the City.
 - Coordinate and host (2) start-up and tech Hack-a-thons.
 - Coordinate and host (2) digital literacy workshops for transitioning members of the workforce and/or local veterans.
 - Host (1) DigiGirlz Camp engaging 100 – 300 girls at Microsoft
 - Host (1) Minority Student Day Event engaging 200-300 Youth at Microsoft
 - Microsoft will support the City of Charlotte through volunteer initiatives i.e., Mayor's Youth Employment Program "Career Discovery Day"; Including providing hands on technology training and experiences, and serve as one of the key Technology Sponsor.
 - Provide Microsoft executive for Press Release/Announcement quote(s) and Press Event(s)
 - Engage Microsoft PR team to work with City Communications on promoting events

- **The Parties intend to jointly perform the following in support of the City Initiatives:**
 - Promote partnership via media vehicles and to external media; Microsoft PR and City Communications team will align on media outreach

4. Resources/Personnel:

- Microsoft Team to host events
- Microsoft executive for media promotion
- City of Charlotte Mayor for media promotion and event kick-offs

- City of Charlotte staff member assigned to support Microsoft events
- City of Charlotte to provide space/site for events; to include all technology to support the event content

5. Schedule:

- Will be mutually decided by Microsoft and City of Charlotte

6. Metrics (if any):

- Will be mutually decided by Microsoft and City as the target number of students, teachers, and entrepreneurs to be served; also may include PR and media hits

This Exhibit A is part of and subject to the Digital Alliance MOU between City and Microsoft.

7. Funding:

- Any funding provided by Microsoft to City in support of City Initiatives is provided for the sole use and benefit of the City for City purposes only, and is not provided for personal use or benefit of any government employee. Microsoft intends that any investment in City Initiatives be in compliance with all applicable laws, regulations and ethics rules regarding gifts and donations. Microsoft makes these investments without seeking promises or favoritism for Microsoft in any bidding arrangements.
- Microsoft will provide the programs listed in Section 2 of this Exhibit A at no cost to the City or participants. The City is not incurring a financial obligation under the MOU and therefore no preaudit is required.

8. Other:

This Exhibit A is part of and subject to the Digital Alliance MOU between City and Microsoft.

ACCEPTED AND AGREED:

CITY OF CHARLOTTE

MICROSOFT CORPORATION

By: _____

Name: Marcus D. Jones

Title: City Manager

Date: December 30, 2019

by: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

NON-DISCLOSURE TERMS

1. "affiliate" is any legal entity that one of us owns, that owns one of us or that is under common control with one of us. "Control" and "own" mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

2. Confidential information.

a. What is included. "Confidential information" is non-public information, know-how and trade secrets in any form that:

- Are designated as "confidential"; or
- A reasonable person knows or reasonably should understand to be confidential.

b. What is not included. The following types of information, however marked, are not confidential information. Information that:

Is, or becomes, publicly available without a breach of this agreement.

- Was lawfully known to the receiver of the information without an obligation to keep it confidential.
- Is received from another source who can disclose it lawfully and without an obligation to keep it confidential.
- Is independently developed; or
- Is a comment or suggestion one of us volunteers about the other's business, products or services.

3. Treatment of confidential information.

a. In general. Subject to the other terms of this agreement, each of us agrees:

- We will not disclose the other's confidential information to third parties; and
- We will use and disclose the other's confidential information only for purposes of our business relationship with each other.

b. Security precautions. Each of us agrees:

- To take reasonable steps to protect the other’s confidential information. These steps must be at least as protective as those we take to protect our own confidential information.
- To notify the other promptly upon discovery of any unauthorized use or disclosure of confidential information; and
- To cooperate with the other to help regain control of the confidential information and prevent further unauthorized use or disclosure of it.

c. Sharing confidential information with affiliates and representatives.

- A “representative” is an employee, contractor, advisor or consultant of one of us or one of our respective affiliates.
- Each of us may disclose the other’s confidential information to our representatives (who may then disclose that confidential information to other of our representatives) only if those representatives have a need to know about it for purposes of our business relationship with each other. Before doing so, each of us must:
 - ensure that affiliates and representatives are required to protect the confidential information on terms consistent with this agreement; and
 - accept responsibility for each representative’s use of confidential information.

Neither of us is required to restrict work assignments of representatives who have had access to confidential information. Neither of us can control the incoming information the other will disclose to us in the course of working together, or what our representatives will remember, even without notes or other aids. We agree that use of information in representatives’ unaided memories in the development or deployment of our respective products or services does not create liability under this agreement or trade secret law, and we agree to limit what we disclose to the other accordingly.

Disclosing confidential information if required to by law. Each of us may disclose the other’s confidential information to the extent required by law. Before doing so, except to the extent one of us is compelled to disclose by court order or other government demand that has the force of law, each of us will give the other enough prior notice to provide a reasonable chance to seek a protective order. Each of us agrees to defend the other against any claims made by an unaffiliated third party and pay the amount of any resulting costs (including fines, penalties and court award of attorneys’ fees) incurred as a result of not disclosing in response to a public records request or other government request in materials that we have directed them not disclose.

4. Length of confidential information obligations. Except as permitted above, neither of us will use or disclose the other’s confidential information for five years after we receive it. The five-year time period does not apply if applicable law requires a longer period.

5. General rights and obligations.

a. Law that applies, jurisdiction and venue. The laws of the State of North Carolina govern this agreement.

b. Compliance with law. Each of us will comply with all export laws that apply to confidential information.

c. Waiver. Any delay or failure of either of us to exercise a right or remedy will not result in a waiver of that, or any other, right or remedy.

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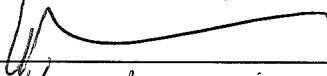
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ACCEPTED AND AGREED:

CITY OF CHARLOTTE

By: 
Name: Marcus D. Jones
Title: City Manager
Date: 11/6/19

MICROSOFT CORPORATION

By: 
Name: Kathleen E. Johnson
Title: President MSUS
Date: Nov '19